

EXHIBIT A

Declaration of Carl Kuwitzky

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

SOUTHWEST AIRLINES PILOTS
ASSOCIATION,

Plaintiff

vs.

SOUTHWEST AIRLINES CO.,

Defendant.

§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 3:21-cv-02065-M

**DECLARATION OF CARL KUWITZKY
ON BEHALF OF SOUTHWEST AIRLINES**

I, Carl Kuwitzky, hereby declare and state as follows:

PERSONAL BACKGROUND

1. I am employed by Defendant Southwest Airlines (“Southwest,” “SWA,” or “Company”) in the position of Senior Director Labor Relations, a position I have held since October 1, 2017. I have been employed by Southwest since July 5, 1983, holding First Officer and Captain positions in the Flight Operations departments. On October 1, 2017, I transitioned from Flight Operations to Labor Relations.

2. In my position as Senior Director Labor Relations for Southwest, I am responsible for numerous collective bargaining matters, including labor relations with the Southwest Airline Pilots’ Association (“SWAPA”) in its role as the representative under the Railway Labor Act of Southwest’s pilots. I have served as the Company’s lead negotiator with SWAPA since October 2017.

3. While a pilot for Southwest, I held various positions with SWAPA. I served as a SWAPA Domicile Representative from 1984 to 1987. At that time, SWAPA did not have a

Contract Administration team so I handled grievances and was involved in the administration of the collective bargaining agreement (“CBA”) for pilots. I served as a Domicile Representative again from 2004 to 2005. In 2006, I served as Vice President of SWAPA, and was the President of SWAPA from 2007 to 2010. As President, I was responsible for and oversaw the negotiation of the pilot CBA.

4. Based on my current role and in my prior roles with SWAPA, I am familiar with the CBA between Southwest and SWAPA, the history of that agreement, negotiations for amendments to the agreement, the grievance and arbitration procedures under the agreement, and the dispute between Southwest and SWAPA which is the basis of this lawsuit.

CURRENT AGREEMENT

5. The current CBA between Southwest and SWAPA has an effective date of September 1, 2012 through August 31, 2020 and is appended as Exhibit 1-A. The parties are currently engaged in negotiations to amend the CBA, however, pursuant to the status quo provision of Section 6 of the Railway Labor Act, the existing CBA remains in effect while the parties are engaged in those negotiations.

6. The first section of the CBA, termed “Scope,” defines the purpose of the agreement and provides:

The purpose of this Agreement, in the mutual interest of the Company and the Association, is to provide for the operation of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation and the continuation of employment of all pilots under safe and reasonable working conditions and proper compensation. It is recognized to be the duty of the Company, the Association and the employees to cooperate fully, reasonably, and in good faith for the attainment of these purposes.

7. The CBA’s Management Rights provision, located at Section 1, O., provides:

The right to manage and direct the work force, subject to the provisions of this Agreement, is vested in the Company. Employees covered by this Agreement shall

be governed by all Company rules, regulations and orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement and which have been made available to the affected employees and the Association prior to becoming effective. The Association shall be advised of any changes to rules, regulations, or orders governing pilots at least fourteen (14) calendar days before such rules, regulations, or orders become effective, unless the parties mutually agree to a shorter advance notification period. This fourteen (14) calendar day requirement will not apply when the Company is required by law to make immediate changes or in the event of an emergency circumstance that reasonably requires immediate change.

8. The CBA contains a grievance procedure in Section 16 and an arbitration procedure before a System Board of Adjustment in Section 17. Under Section 16.A.1.a, “grievances” are defined to encompass “[d]isputes arising out of the interpretation or application of this Agreement concerning rates of pay, rules or working conditions.” Section 17.C.1 defines the jurisdiction of the System Board of Adjustment to encompass disputes involving “the interpretation and application of the parties’ Agreement”

THE EMERGENCY TIME OFF PROGRAMS

9. In the summer of 2020, as passenger counts dropped to sustained record lows due to the COVID-19 pandemic and its devastating impact on air travel, Southwest implemented an Emergency Time Off (“ETO”) program for employees in lieu of involuntary layoffs or other actions in response to the severe decline in business. The ETO program is voluntary. Employees who elect to participate receive partial pay and full benefits in exchange for receiving one or more months free from work duties.

10. The ETO program applied to all of Southwest’s employee groups, many of which are unionized. With respect to the pilots, Southwest informed SWAPA it could implement the ETO program unilaterally under the parties’ CBA. Without waiving its rights under the CBA, Southwest engaged SWAPA in discussions to establish a Memorandum of Understanding

(“MOU”) on the ETO program. In May 2020, SWAPA and Southwest executed an ETO MOU entitled “COVID-19 Emergency Time Off Program”, appended as Exhibit 1-B.

11. Following the rollout of the ETO program, Southwest continued to experience a dramatic reduction in its level of business during the summer of 2020. Therefore, the Company developed an Extended Emergency Time Off (“ExTO”) Program. The ExTO program, like the ETO program, is voluntary, and employees who elect to participate receive partial pay and full benefits in exchange for at least six months free from work duties. Employees may also hold other jobs outside of Southwest while on ExTO. Southwest informed SWAPA it could implement the ExTO program unilaterally under the CBA but nonetheless, without waiving the Company’s right to do so, the Company engaged SWAPA in a good faith effort to reach agreement on the ExTO program and its application to pilots. Southwest provided more than 14 days’ notice to SWAPA prior to implementing the ExTO program, with initial notice provided in the summer of 2020 and ExTO leave commencing in September 2020. Discussions with SWAPA nearly resulted in a Memorandum of Understanding regarding the ExTO Program, but an agreement was never reached and the Company implemented ExTO under the existing CBA.

12. Pilots bid on an initial ExTO round during June and July 2020 and those awarded ExTO began their leave in September 2020. Although no agreement was reached with SWAPA, Southwest incorporated several of SWAPA’s suggestions into the program. Specifically, Southwest issued “ExTO Program Frequently Asked Questions” for its pilots (the “FAQs”). The Company also issued several revisions of these FAQs, which included changes based on SWAPA’s feedback. In an October 21, 2020 presentation, SWAPA stated it was “[i]nstrumental in the development of [the] FAQs” and stated that “SWA and SWAPA jointly developed and

shaped the Extended Time Off (ExTO) Program.” Relevant excerpts of this presentation are appended as Exhibit 1-C.

13. Through the implementation of the ETO and ExTO programs, as well as other cost-saving measures, Southwest avoided involuntary layoffs for pilots. Such layoffs, which Southwest has the right to implement under Section 22 of the parties’ CBA, would have provided pilots “time off” on much less favorable terms than what they received under the voluntary ETO and ExTO Programs.

14. Southwest has deployed two rounds of ExTO for its pilots: a first round in September 2020 and a second round in March 2021. The ExTO program has been overwhelmingly popular. The announcement and bidding for the first round of ExTO occurred in the summer of 2020. The announcement and bidding for the second round of ExTO occurred in the January 2021.

15. In a December 9, 2020 communication to its members, appended as Exhibit 1-D, SWAPA’s Gregory Auld described the ExTO Program as “wildly successful.” In another communication to its membership, appended as Exhibit 1-E, SWAPA claimed it was pushing Southwest to “offer[] another round” of ExTO due to strong demand from its membership.

16. During both rounds of the ExTO program, there were not enough available ExTO “slots” to accommodate all pilots who wanted to participate in the program. In March 2021, 1026 pilots bid for ExTO, but Southwest was only able to offer ExTO to 791 pilots.

THE INFECTIOUS DISEASE CONTROL POLICY

17. On March 11, 2020, at the outset of the COVID-19 pandemic, Southwest promulgated an Infectious Disease Control Policy designed to avoid and reduce employees’ exposure to infectious diseases. This Policy is appended as Exhibit 1-F. This Policy applied to pilots but was not negotiated with SWAPA and was implemented consistent with Southwest’s

management rights under the CBA to “manage and direct the workforce” and issue “rules, regulations and orders.” At the time, SWAPA did not object to the Company’s right to promulgate the Policy. In addition to the Infectious Disease Control Policy, Southwest has unilaterally promulgated other policies under its management rights clause that apply to pilots, including, among other policies, a Workplace Violence Prevention policy, a Social Media policy, an attendance incentive program called SWAG, and travel privileges policies.

18. Southwest revised its Infectious Disease Control Policy on May 11, 2021. This Policy is appended as Exhibit 1-G. SWAPA did not raise objections specific to the May 11, 2021 revisions to the Policy. The Policy, as revised, includes several safety procedures for preventing the spread of infectious diseases, including quarantine for work-related close-contact COVID-positive events. It also provides pay for quarantined employees. SWAPA did not contest the Company’s right to revise the Infectious Disease Control Policy to provide quarantine pay for employees, including pilots.

19. On June 1, 2021, with the COVID-19 pandemic seemingly in decline after vaccines became widely available, Southwest informed SWAPA that it would be discontinuing pay for employees under quarantine, effective June 16, 2021. This June 1, 2021 communication is appended as Exhibit 1-H. On September 2, 2021, due to the rise in Delta variant COVID-19 cases, Southwest reinstated pay for its employees for COVID-related quarantine. The change was retroactive to June 16, 2021 and any prior sick time used during quarantine time was restored. This September 2, 2021 communication is appended as Exhibit 1-I.

THE FEDERALLY-MANDATED VACCINE REQUIREMENT

20. On September 9, 2021, President Biden issued Executive Order 14042, Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors (the “EO”). *See* <https://www.whitehouse.gov/briefing-room/presidential-actions/2021/09/09/executive-order-on-ensuring-adequate-covid-safety-protocols-for-federal-contractors/>. The EO mandates that federal contractors require their employees to be vaccinated for COVID-19.

21. Southwest Airlines is a federal contractor. The U.S. Government is the largest single customer of Southwest. A copy of the FAQs provided to employees addressing Southwest’s status as a federal contractor is appended as Exhibit 1-M. Southwest’s contracts with the federal government include the Department of Defense’s Civil Reserve Air Fleet (“CRAF”) program, which is a program that supports the military by providing additional airlift during emergencies. Southwest also participates in the General Service Administration’s City Pair program, through which the federal government can purchase tickets for civilian and military personnel to travel on Southwest Airlines flights.

22. Following the announcement of the EO, Southwest implemented a Vaccine Participation Pay Program (“VPPP”) on September 15, 2021. A copy of two FAQ documents providing information on the VPPP is appended as Exhibit 1-J. The VPPP compensates employees for the time and burden of vaccination. Specifically, the program provides employees 16 hours of pay in exchange submission of proof of vaccination by the VPPP’s November 15, 2021 deadline. While the VPPP was issued independently of the EO, the program was intended to encourage Southwest employees to get vaccinated pursuant to federal requirements.

23. On October 1, 2021, Southwest informed SWAPA that the U.S. government was requiring federal contractors to fully vaccinate their employees or have an approved accommodation in order to comply with the EO.

24. On October 4, 2021, Southwest announced that its employees must be fully vaccinated by December 8, 2021 unless they qualify for a medical or religious accommodation. A copy of this announcement is appended as Exhibit 1-K. Also on October 4 and again on October 11, Southwest informed SWAPA that the U.S. government directed its contracting officers to insert clauses into Southwest's federal contracts requiring Southwest to comply with the EO.

25. To be fully vaccinated by December 8, employees must receive the first dose of a two-dose series on or before October 27, 2021 for the Moderna vaccine or November 3, 2021 for the Pfizer vaccine, and must receive a single-dose vaccine or second dose in a two-dose series before noon on November 24, 2021. Southwest has published a COVID-19 Vaccine Policy and FAQs for its employees about this vaccination requirement and the process for requesting a medical or religious accommodation. Copies of this Policy and FAQ document provided to Southwest's employees are appended as Exhibits 1-L and 1-M, respectively.

26. Although not required to do so, Southwest extended its VPPP deadline from November 15 to November 24, 2021 to compensate all employees who provide proof of vaccination by the November 24 deadline.

27. Southwest has engaged in extensive discussions with SWAPA regarding the vaccine mandate. On October 5, 2021, Southwest's Labor Relations Department wrote to SWAPA, stating that, without prejudice to arguments either party may have under the CBA, "the Company is willing to discuss with SWAPA how [the vaccine] mandate will be implemented and

how this mandate may affect the pilots that SWAPA represents” This letter is appended as Exhibit 1-N.

28. Southwest and SWAPA met on October 5 to discuss the vaccine mandate and have continued to meet and discuss issues related to the implementation of the vaccine mandate, as well as the process for pilots to request medical or religious accommodations, on nearly a daily basis. During these discussions, Southwest has provided SWAPA with information to show that Southwest’s government contracts are being modified by the federal government to require compliance with the EO.

29. SWAPA has taken the position that Southwest need not comply with the EO by the December 8, 2021 deadline and should instead negotiate with SWAPA about whether Southwest will do so, or whether the Company will continue to be a government contractor at all. Although Southwest does not believe it is obligated to negotiate with SWAPA about whether it will continue to be a federal government contractor and comply with the EO, Southwest continues to meet with SWAPA to discuss the vaccine mandate in an effort to resolve disputes over its implementation and how it may affect pilots.

30. Southwest has collective bargaining relationships with many other unions which represent other employee groups, including the Aircraft Mechanics Fraternal Association (mechanics, appearance technicians, and facilities maintenance technicians), the International Association of Machinists (customer service agents and customer representatives), the International Brotherhood of Teamsters (material specialists and simulator technicians), Transport Workers Union Local 555 (ramp, operations, provisioning and freight agents), Transport Workers Union Local 556 (flight attendants), and Transport Workers Union Local 557 (flight instructors).

These other unions have either accepted the vaccine mandate or treated it as a minor dispute subject to the grievance and arbitration procedure detailed in the applicable CBA.

FLIGHT CREW TRAINING INSTRUCTOR PROGRAM

31. Pursuant to the ETO and ExTO Programs described above, a significant number of Southwest pilots have taken paid leave during the COVID-19 pandemic. As pilots return from leave, they are often required to complete requalification or upgrade training prior to resuming flying duties.

32. As air travel demand increases and the ETO and ExTO Programs wind down, Southwest has experienced a significant backlog of pilots waiting to undergo requisite training. To relieve this backlog, Southwest pilots have assisted as instructors in the program. Southwest and SWAPA engaged in discussions regarding the program and entered a MOU on September 24, 2021. This MOU is appended as Exhibit 1-O. This MOU was not ratified by SWAPA's Board of Directors.

AVAILABILITY OF ARBITRATION

33. As noted above, the parties' Agreement contains grievance and arbitration procedures in CBA Sections 16 and 17, respectively. The System Board has jurisdiction to interpret and apply the CBA's management rights clause or any other provisions of the CBA that are relevant to the disputes raised by SWAPA in this case.

SWAPA's 2020 GRIEVANCE

34. On April 15, 2020 SWAPA filed Grievance No. 2020-005, appended as Exhibit 1-P, alleging "[t]he Company's breach of its fundamental contractual obligations under our CBA is putting the Represented Pilots of SWAPA at an unacceptable level of risk for infection during the global COVID-19 crisis." In the Grievance, SWAPA alleged CBA violations based on COVID-

exposure screening, notification, reporting processes; voluntary quarantine procedures; COVID-related equipment and sanitation practices; and flights to COVID “hot spots.” SWAPA has not submitted this Grievance to arbitration before the System Board.

COLLECTIVE BARGAINING BETWEEN SOUTHWEST AND SWAPA

35. SWAPA notified Southwest on November 4, 2019 of their intent to open negotiations pursuant to Section 28 of the parties’ Agreement. SWAPA’s November 4, 2019 notification letter is appended as Exhibit 1-Q. To date, negotiations are ongoing and the parties’ CBA, appended as Exhibit 1-A, remains in effect pursuant to the status quo provision of Section 6 of the Railway Labor Act.

I have personal knowledge regarding the facts and statements made herein and they are true and correct. I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. Executed this 15th day of October 2021

A handwritten signature in black ink, appearing to read 'C. Kuwitzky', is written above a horizontal line.

Carl Kuwitzky

EXHIBIT 1-A



AGREEMENT

By and Between

SOUTHWEST AIRLINES CO.

And The

**SOUTHWEST AIRLINES PILOTS
ASSOCIATION**

For the Period

September 1, 2012

Through

AUGUST 31, 2020

Table of Contents

SECTION 1: PURPOSE OF AGREEMENT	1-1
A. SCOPE	1-1
B. RECOGNITION	1-1
C. MERGERS AND FRAGMENTATION	1-2
D. PURCHASE OR ACQUISITION OF ANOTHER COMPANY	1-3
E. SUBCONTRACTED FLYING	1-4
F. AIRLINE PARTNERSHIP	1-4
G. CABOTAGE	1-9
H. FOREIGN DOMICILES	1-9
I. EXPEDITED BOARD OF ADJUSTMENT PROCEDURES	1-10
J. INFORMATION SHARING	1-10
K. HOLD HARMLESS	1-10
L. AMENDMENTS TO AGREEMENT	1-10
M. RE-OPENER	1-11
N. SEPARABILITY	1-11
O. MANAGEMENT RIGHTS	1-12
P. ADMINISTRATION OF THE CONTRACT	1-12
SECTION 2: GENERAL	2-1
A. UNIFORM	2-1
B. COMPANY RELATIONS	2-1
C. REMOVAL FROM FLYING	2-2
D. PRISONER OF WAR, HOSTAGE, INTERNMENT	2-2
E. PERSONNEL AND TRAINING FILE	2-3
F. JURY DUTY/WITNESS	2-3
G. TEAM MEETINGS	2-4
H. REQUIRED COMPANY MEETINGS	2-5
I. PAYMENT FOR EQUIPMENT/TRAINING	2-6
J. DAMAGE TO EQUIPMENT	2-6
K. EMPLOYEE TRAVEL POLICY	2-6
L. JUMPSEAT	2-6

M.	COPIES OF AGREEMENT.....	2-6
N.	PASSPORTS, VISAS, INOCULATIONS AND RESTRICTED RADIO TELEPHONE OPERATOR PERMIT (RR).....	2-7
O.	NON-DISCRIMINATION.....	2-9
P.	ASSOCIATION MEETINGS WITH NEW HIRE PILOTS.....	2-9
Q.	PILOT INFORMATION PROVIDED TO ASSOCIATION.....	2-9
R.	ASSOCIATION REPRESENTATION.....	2-9
S.	PILOT DEATH	2-9
T.	PILOT PROTECTION/DEFENSE DEVICES	10
U.	AIRPORT SECURITY IDENTIFICATION BADGES.....	2-10
V.	BENEFITS ENTITLEMENT.....	2-10
W.	INTERNATIONAL SECURITY	2-11
X.	CREW MEALS	2-11
SECTION 3: SENIORITY.....		3-1
A.	SENIORITY LIST.....	3-1
B.	ESTABLISHMENT, USE AND RETENTION OF SENIORITY	3-1
C.	PROBATION	3-2
SECTION 4: COMPENSATION		4-1
A.	PILOT LONGEVITY.....	4-1
B.	CAPTAIN PAY	4-1
C.	EQUIPMENT LONGEVITY PAY	4-1
D.	FIRST OFFICER PAY.....	4-2
E.	TRIP PAY.....	4-3
F.	STANDARD / NON-STANDARD TRIP	4-4
G.	OVER-SCHEDULE/OVER-FLY	4-4
H.	SCHEDULE LINE GUARANTEES.....	4-5
I.	RIGS	4-5
J.	LANCE CAPTAIN.....	4-7
K.	TRAINING PAY	4-7
L.	DEADHEADING.....	4-12
M.	RESERVE PAY	4-12
N.	PREMIUM PAY.....	4-13
O.	DOUBLE TIME PAY	4-14
P.	GOLDEN DAY OFF (GDO) PAY	4-15

Q.	JURY DUTY/WITNESS/MEETING.....	4-15
R.	ON-LINE SCHEDULE PAY	4-15
S.	SCHEDULING ERRORS	4-15
T.	PER DIEM.....	4-16
U.	BUSINESS EXPENSES – CHARTER AND NON-REVENUE FLYING.....	4-17
V.	CHARTER PAY.....	4-17
W.	SCHEDULED SUB SERVICE	4-18
X.	PAY CHECKS	4-18
Y.	DRUG/ALCOHOL TESTING	4-18
Z.	PAY FOR ACCRUED VACATIONS	4-18
AA.	VACATION PAY	4-18
BB.	ENGINE TEST RUNS/REPOSITIONS	4-19
CC.	GROUND TRANSPORTATION	4-20
DD.	CHECK FLIGHTS	4-20
EE.	HOLIDAY PAY	4-21
FF.	OVERRIDES.....	4-22
GG.	FATIGUE PAY	4-22
SECTION 5: PILOT SCHEDULING AND WORK RULES.....		5-1
A.	BIDDING MONTHLY LINE FLYING.....	5-1
B.	BIDDING BLANK LINE FLYING.....	5-2
C.	TIME LINE OF SCHEDULING EVENTS	5-2
D.	RULES GOVERNING FLOWS, DUTY TIME, CREW REST, AND LINES OF TIME	5-5
E.	BID LINE PARAMETERS.....	5-11
F.	BLANK LINES	5-14
G.	SCHEDULE QUALITY.....	5-14
H.	SCHEDULING COMMITTEE AND DATA ACCESS	5-15
I.	MONTHLY OVERLAP CORRECTION	5-15
J.	OPEN TIME PRIORITY (OTP)	5-18
K.	MONTHLY OVERLAP RE-AWARDS	5-19
L.	DOUBLE COVERED PAIRINGS.....	5-19
M.	LIMITATIONS	5-20
N.	CREW LEGALITY	5-20
O.	REPORTING TIME.....	5-20

P.	COMMUTER RULES	5-21
Q.	SCHEDULING RECORDS	5-22
R.	CREW ACCOMMODATIONS BOARD	5-23
S.	DEADHEADING	5-23
T.	ASSOCIATION PAIRING PULL/DROP	5-24
U.	TELEPHONE ACCESS	5-24
V.	RED EYE FLYING	5-24
SECTION 6: ADDITIONAL FLYING		6-1
A.	.....	6-1
B.	VOLUNTARY ADDITIONAL FLYING	6-1
C.	NON-VOLUNTARY FLYING	6-17
SECTION 7: EXCHANGE OF FLYING		7-1
A.	TRIP TRADES AND GIVEAWAYS (TT/GA)	7-1
B.	ENHANCED LINE IMPROVEMENT TRIP TRADE (ELITT)	7-2
SECTION 8: RESERVE		8-1
A.	RESERVE LINES	8-1
B.	BLOCK AND FLIGHT DUTY HOUR LIABILITY	8-2
C.	ADDITIONAL AND EXCHANGE OF FLYING	8-2
D.	ASSIGNMENTS	8-4
E.	RESERVE REST, AVAILABILITY AND DUTY	8-8
F.	.....	8-10
G.	CONTACT AND REPORTING	8-10
H.	APPLICATION OF EMBEDDED RESERVES	8-11
SECTION 9: VACANCIES		9-1
A.	GENERAL	9-1
B.	INVOLUNTARY DISPLACEMENT PROVISIONS	9-2
C.	DOMICILE RIGHT OF RETURN (DRR) PROVISIONS	9-2
D.	VOLUNTARY VACANCY CHANGE FROM CAPTAIN TO FIRST OFFICER	9-3
E.	VACANCY LOCKS	9-4
SECTION 10: MOVING EXPENSES		10-1
A.	.....	10-1
B.	.....	10-1
C.	.....	10-1
D.	.....	10-2

E.	.....	10-2
SECTION 11: VACATIONS	.....	11-1
A.	GENERAL.....	11-1
B.	VACATION ACCRUAL	11-2
C.	VACATION NOTICE, BIDDING AND AWARDS.....	11-3
D.	FLOATING VACATION	11-4
E.	VACATION CHANGES (TRADES, SHIFTS, ADJUSTMENTS)	11-5
SECTION 12: LEAVES OF ABSENCE	.....	12-1
A.	EMERGENCY LEAVE	12-1
B.	SICK LEAVE	12-1
C.	MEDICAL LEAVE OF ABSENCE (MLOA)	12-5
D.	PERSONAL LEAVE OF ABSENCE	12-6
E.	MATERNITY LEAVE.....	12-6
F.	MILITARY LEAVE OF ABSENCE (MILOA)	12-7
G.	CRITICAL INCIDENT LEAVE OF ABSENCE	12-8
H.	FMLA LEAVE	12-8
SECTION 13: ON THE JOB INJURIES	.....	13-1
A.	GENERAL.....	13-1
B.	ACCRUAL	13-1
C.	USAGE.....	13-2
SECTION 14: INSURANCE AND LOSS OF LICENSE	.....	14-1
A.	INSURANCE	14-1
B.	LOSS OF LICENSE.....	14-5
C.	INTERNATIONAL MEDICAL SERVICES.....	14-6
SECTION 15: INVESTIGATION AND DISCIPLINE	.....	15-1
A.	PRELIMINARY MATTERS	15-1
B.	DOCUMENTATION	15-1
C.	CONSIDERATION OF PRIOR DISCIPLINARY ACTION	15-2
D.	INVESTIGATION PROCESS.....	15-2
E.	ADMINISTRATION OF DISCIPLINE.....	15-3
SECTION 16: GRIEVANCE PROCEDURE	.....	16-1
A.	GRIEVANCES.....	16-1
B.	FILING OF GRIEVANCES.....	16-1
C.	DISCOVERY	16-2

D.	HEARING WITH VICE PRESIDENT	16-3
E.	APPEAL OF DECISION	16-3
F.	GENERAL.....	16-3
SECTION 17: MEDIATION AND SYSTEM BOARD OF ADJUSTMENT		17-1
A.	MEDIATION.....	17-1
B.	SYSTEM BOARD OF ADJUSTMENT	17-2
C.	JURISDICTION	17-3
D.	SUBMISSION OF DISPUTES	17-3
E.	REPRESENTATION	17-4
F.	DISCOVERY	17-4
G.	BOARD PROCEEDINGS.....	17-4
H.	MAJORITY DECISION IS FINAL	17-5
I.	DEADLOCK	17-5
J.	RECORDS.....	17-5
K.	EXPENSES	17-6
L.	FREEDOM TO DISCHARGE DUTIES.....	17-6
SECTION 18: STANDARDIZATION.....		18-1
A.	CHECK AIRMEN	18-1
B.	PROCEDURES	18-1
SECTION 19: RETIREMENT		19-1
A.	SOUTHWEST AIRLINES PROFIT SHARING PLAN.....	19-1
B.	SWAPA PILOT 401(K) PLAN.....	19-2
C.	TOP HAT PLAN	19-4
D.	415 Excess Plan.....	19-4
E.	401(a)(17) Plan	19-4
SECTION 20: PHYSICAL EXAMINATION.....		20-1
A.	STANDARDS	20-1
B.	FITNESS FOR DUTY.....	20-2
SECTION 21: TRANSFER TO SUPERVISORY DUTY		21-1
A.	TRANSFER.....	21-1
B.	PROCEDURES	21-1
SECTION 22: REDUCTION IN FORCE, FURLOUGH AND RECALL.....		22-1
A.	FURLOUGH	22-1
B.	RECALL.....	22-2

C.	INCENTIVE PLAN	22-3
D.	NON-FLYING EMPLOYMENT OPPORTUNITIES	22-4
E.	FURLOUGH PAY	22-4
SECTION 23: TRAINING AND UPGRADE		23-1
A.	COMMUNICATION	23-1
B.	TRAINING PHILOSOPHY	23-1
C.	REVIEW.....	23-1
D.	TRAINING SCHEDULING	23-2
E.	.....	23-2
F.	.....	23-2
G.	GENERAL.....	23-2
H.	DISTANCE LEARNING.....	23-3
I.	TRANSPORTATION AND HOTEL ACCOMMODATIONS.....	23-5
J.	SCHEDULING.....	23-6
K.	TRAINING PREFERENCES.....	23-9
L.	UPGRADE	23-11
M.	LANCE CAPTAIN.....	23-12
N.	CREW POSITION FOR TRAINING	23-14
O.	ETOPS and NEAR INTERNATIONAL TRAINING/CURRENCY.....	23-15
P.	CAPTAIN UPGRADE CURRENCY	23-15
SECTION 24: SAFETY PROGRAMS AND		24-1
AIRCRAFT DATA COLLECTION SYSTEMS		24-1
A.	SAFETY PROGRAMS	24-1
B.	AIRCRAFT DATA COLLECTION SYSTEMS	24-2
C.	USE OF AIRCRAFT DATA COLLECTION SYSTEMS AND ELECTRONIC INFORMATION.....	24-3
D.	UTILIZATION OF NEW AIRCRAFT DATA COLLECTION SYSTEMS.....	24-4
E.	EMERGENCY PREPAREDNESS PLAN.....	24-5
F.	OTHER SAFETY RELATED INVESTIGATIONS	24-5
G.	SAFETY INVESTIGATIONS	24-5
SECTION 25: DUES, CHECK-OFF, AND UNION SECURITY		25-1
A.	UNION SECURITY	25-1
B.	CHECK-OFF	25-1
C.	DELINQUENCY.....	25-2

D. PAYMENTS.....	25-3
SECTION 26: HOTEL STANDARDS.....	26-1
A. CREW ACCOMMODATIONS BOARD	26-1
SECTION 27: DEFINITIONS.....	27-1
SECTION 28: TERM OF AGREEMENT	28-1

SECTION 1: PURPOSE OF AGREEMENT

A. SCOPE

This collective bargaining agreement ("Agreement") is made and entered into between Southwest Airlines Co. (hereinafter known as the "Company" or "SWA") and the Southwest Airlines Pilots' Association (hereinafter known as the "Association"). This Agreement covers all revenue and miscellaneous flying, performed with aircraft owned or leased by the Company, or which displays Company markings, including all flying in and for the service of the Company and its affiliates. All flying covered by this Agreement shall be performed by pilots whose names appear on the Southwest Airlines Master Pilot Seniority List ("SWA pilots"), except as otherwise provided for in this Agreement.

The purpose of this Agreement, in the mutual interest of the Company and the Association, is to provide for the operation of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation and the continuation of employment of all pilots under safe and reasonable working conditions and proper compensation. It is recognized to be the duty of the Company, the Association and the employees to cooperate fully, reasonably, and in good faith for the attainment of these purposes.

B. RECOGNITION

Pursuant to the certification by the National Mediation Board in Case No. R-7403, dated September 30, 2014, the Company hereby recognizes the Association as the sole collective bargaining representative of the Airline Pilots of the Company. For purposes of this Agreement, and in accordance with the Railway Labor Act, "Company" and "SWA" will include Southwest Airlines Co., and any affiliate, subsidiary company, and any wholly owned, or partially owned and controlled company engaged in transporting passengers and/or cargo by air.

This Agreement will be binding upon the parties hereto, their successors, administrators, executors, transferees and assigns. It is agreed that if the Company transfers the control, operation or management of all or substantially all of the assets of its business, in either a single transaction or series of transactions, to another person, entity, company, corporation, or firm, the Company will require such transferee to assume the obligations of this Agreement by specific provision in the agreement of transfer and to offer full-time regular employment to all SWA pilots employed within the bargaining unit at the time of such transfer. The Company will give written notice of the existence of this Agreement to any proposed successor, with copy of such notice to the Association, before the Successor executes an agreement with respect to the transaction.

C. MERGERS AND FRAGMENTATION

1. Mergers

In the event of a transaction or series of transactions with an air carrier or any person or entity that owns or controls or is owned or controlled by an air carrier, which may result in an operational merger, the Company will require, as an irrevocable condition of such transaction or series of transactions, that the transferee will offer full-time regular employment to all SWA pilots employed within the bargaining unit on the date of the transaction, provide such SWA pilots with the seniority integration procedures established under Sections 3 and 13 of the “Allegheny-Mohawk Labor Protection Provisions”, 59 CAB 22 (1972), (including accepting the pilot seniority list obtained through that process as the pilot seniority list of the merged carrier), and maintain the statutory status quo of rates of pay, rules and working conditions established under this Agreement pending such operational merger. Pending any period of separate operation prior to operational merger and integration of collective bargaining agreements and pilot seniority lists, which shall be no longer than twenty-four (24) months, unless mutually agreed upon by the Company and the Association, the successor shall keep separate the flight operations of the carriers and will not transfer or interchange crews, equipment and/or routes between the carriers unless otherwise negotiated and agreed to by the Association, and shall ensure that all Company aircraft on hand or on order at the time of the transaction are operated only by SWA pilots on the Southwest Airlines’ Master Pilot Seniority List. The successor shall meet promptly with the Association to negotiate implementation of these requirements and any other “Merger Transition Agreement” to be effective in the period prior to an operational merger. Before seniority lists are integrated in accordance with this Section, no pilot on the SWA Master Pilot Seniority List will be furloughed.

2. Fragmentation

In the event of a transaction with an air carrier, or any person or entity that owns or controls or is owned or controlled by an air carrier, by which the Company disposes of and/or transfers directly or indirectly, either in a single transaction or a series of transactions, either (a) twenty five (25) or more aircraft, or (b) assets owned by the Company which results in a reduction in the Company’s daily scheduled block hours of five hundred (500) hours or more, the Company will require, as an irrevocable condition of such transaction, that the transferee: offer employment at the closing of the acquisition to that number of pilots covered by this Agreement whose identity shall be determined in accordance with their seniority, (the number of pilot positions affected shall be the average monthly pilot staffing actually utilized in the operation of the transferred assets over the twelve (12) months prior to the employment offers); negotiate and arbitrate under Allegheny-Mohawk Section 13, 59 CAB 22 (1972), any dispute, regarding the identity or number of transferring SWA pilots, that may arise with the transferee carrier; and integrate the two groups of pilots in accordance with

Sections 3 and 13 of the Allegheny-Mohawk Labor Protection Provisions, 59 CAB 22 (1972), when the acquiring air carrier decides to integrate the pre-merger operations.

3. General

The Company shall not directly or through an affiliate establish any new airline or subsidiary or acquire a Controlling Interest in any air carrier unless the operations of such carrier are performed by pilots on the Southwest Airlines Master Pilot Seniority List, in accordance with the terms of this Agreement, to the same extent as if the operations were performed in and for the service of the Company; and in the instances of transactions subject to Section 1.C.1., in accordance with the requirements of that Section.

The Association will be provided with reasonable advance notice of any successorship transaction followed by disclosure of the details of any material agreements related to such transaction in a timely manner, provided that no financial or other confidential business information needs to be disclosed unless suitable arrangements for confidentiality are established. Subject to Association representatives signing confidentiality and non-disclosure agreements required by the Company, such notice will be given at least ten (10) days prior to the announcement date.

D. PURCHASE OR ACQUISITION OF ANOTHER COMPANY

In the event of a purchase or acquisition by the Company of another air carrier or entity that owns or controls or is owned or controlled by an air carrier, or a substantial portion of the assets of that company or entity, the Association and the Company will meet to discuss the impact of the purchase or acquisition, if any, upon SWA pilots. The Company will provide the Association with reasonable advance notice of a proposed purchase or acquisition followed by disclosure of the details of any material agreements related to such transactions in a timely manner to allow the Association to prepare for those discussions; provided that no financial or other confidential business information need be disclosed unless suitable arrangements for confidentiality are developed. Subject to Association representatives signing confidentiality and non-disclosure agreements required by the Company, such notice will be given at least ten (10) days prior to the announcement date.

1. The rates of pay, rules, and working conditions contained in this Collective Bargaining Agreement will not be open for collective bargaining in the event of a purchase or acquisition of another company, nor will the Association or the Company have any obligation to bargain upon changes thereto, except as provided explicitly in Section 1.M: Re-Opener of this Agreement.
2. In the event the Company chooses to hire the pilots of the company which it is acquiring, those pilots will be placed on the Southwest Airlines' Master Pilot Seniority List by agreement of the Association and the Company or as may otherwise

be required by federal law. The Company will accept the Master Pilot Seniority List established under this Section as the pilot seniority list of the Company.

E. SUBCONTRACTED FLYING

1. "Subcontracted Revenue Flying" as used in this Agreement shall refer to transactions in which the Company contracts for another carrier and its pilots to perform flying (e.g., a wet lease) covered by this Agreement.
2. The Company will not engage in Subcontracted Revenue Flying nor contract for flying to be performed by another carrier except as provided in Section 1.F., Airline Partnerships, of this Agreement.

F. AIRLINE PARTNERSHIP

Flying by or for the Company pursuant to an Airline Partnership is prohibited except as expressly permitted in this Section. The Association must agree to any exception to the provisions of this Section in advance of any action being taken by the Company.

1. General

The Company and the Association recognize the primary goal of an Airline Partnership Agreement is the continued growth of SWA and the SWA Master Pilot Seniority List by providing passenger feed to Company flights and to establish, maintain, and/or enhance the Company's overall market presence.

- a. Flag of Convenience (FOC) or State Owned Enterprise (SOE) Carriers: The Company shall not enter into any Airline Partnership with any FOC carriers or SOE carriers, or any affiliates thereof, except as agreed upon by the Association.
- b. Mergers and Acquisitions: The Company must discontinue any existing Airline Partnership Agreements of an acquired carrier that do not conform to the requirements of Section 1.F. of this Agreement at the conclusion of the published schedule or within nine (9) months from the transaction closing date, whichever occurs first. The Company may not maintain or enter into any new Airline Partnership Agreement on behalf of an acquired carrier or the new entity unless agreed to by the Association.
- c. Revenue Guarantee: The Company shall not enter into any Airline Partnership Agreement that provides a revenue guarantee to the other carrier, including but not limited to guarantees of block space, fixed fee per departure or cost plus arrangements.
- d. Investment: Investment in an Airline Partnership by the Company shall not be used to establish a de facto subsidiary or alter ego carrier in circumvention of the

intent and purpose of the Scope and Recognition provisions in Section 1.A. and 1.B.

- e. Assistance: Financial assistance, goods and/or services to be provided to another carrier pursuant to an Airline Partnership shall be at no less than the prevailing market/industry rates.
- f. Furlough: There will be no furlough of any SWA pilots as a result of any Airline Partnership. As a commitment to this, there will be no new agreements as long as there is one pilot on furlough and all existing agreements will expire at the term of their published schedule

2. Interline Agreements

The Company may enter into Interline Agreements with other carriers to provide service limited to the following:

- a. Irregular Operations: To provide passenger recovery in the event either the Company or the Interline partner experiences irregular operations, i.e., flight service disruption along a passenger's original itinerary.
- b. Cargo: To provide for the transport and transfer of cargo by and between air carriers and Southwest Airlines.
- c. Near International: To provide connecting service between the Company and a foreign carrier on Near International itineraries within the regions of North America, Central America, and South America under the following conditions:
 - i. The Company must operate all domestic and all U.S. trans-border segments of that Near International itinerary.
 - ii. Unless the Company serves the destination, it will not initiate interline service to any Near International foreign destination for which the average of the total Passengers Daily Each Way (PDEW) between the United States and the foreign destination over the previous twelve (12) months is equal to or greater than nine hundred (900). The Company may only initiate interline service to a Near International foreign destination with a monthly average PDEW below nine hundred (900) for the previous twelve (12) months, provided it does not serve that destination as of the date of this Agreement.
 - iii. Following the start of interline service to a foreign destination permitted under this subsection c. the Company may continue interline service to that foreign destination for which the daily average of the SWA interline PDEW between the United States and the foreign destination over the previous six (6) months is less than or equal to seventy-five (75). In the event said daily average is above seventy-five (75), the Company must:

- a) Within twelve (12) months, begin service to or add additional capacity to that foreign destination to offset the PDEW overage and continue interlining to that destination; or
 - b) Within twelve (12) months, reduce the volume of interlining below the PDEW threshold and/or reduce the number of interline partners to get below the PDEW threshold; or
 - c) Within sixty (60) days, obtain the Association's agreement to continue interlining to that foreign destination.
- d. Far International Interline: To provide connecting service with the Company and a foreign carrier on international itineraries beyond the regions of North America, Central America and South America under the following conditions:
- i. The Far International itinerary must include at least one segment on Southwest Airlines.
 - ii. The Company must operate all domestic and all Near International United States trans-border segments of that Far International itinerary.
 - iii. The Company will not initiate interline service with foreign carriers to the Far International Atlantic Region if the total Far International SWA PDEW among all SWA Airline Partners to that region over the previous twelve (12) months exceeds three hundred seventy-five (375). The Company will not initiate interline service with foreign carriers to a Far International destination in the Pacific Region if the total Far International SWA PDEW among all SWA Airline Partners to that region over the previous twelve (12) months exceeds eight hundred seventy-five (875).
 - iv. Following the start of interline service above, the lookbacks will revert to six (6) months to account for seasonality.
 - v. In the event the total Far International SWA PDEW among all SWA Airline Partners to the Atlantic Region exceeds three hundred seventy-five (375) or Pacific Region exceeds eight hundred seventy-five (875) over the previous six (6) months, the Company shall:
 - a) Serve that Region with SWA aircraft after reaching an agreement with the Association in accordance with Section 1.M., and continue interlining to that Region; or

- b) Within twelve (12) months, reduce the volume of Interline partners below the region PDEW threshold and/or reduce interlining to that region with the Airline Partner to get below the region PDEW threshold; or
- c) Within twelve (12) months, discontinue interlining to that Region for no less than twelve (12) months; or
- d) Within sixty (60) days, obtain the Association's agreement, as required by its governing documents, to continue interlining to that Region. Should the Company reach an agreement with the Association in accordance with Section 1.M. to serve the Far International region the limitations described in b) above will not apply.

3. Codeshare Agreements

The Company may enter into Codeshare Agreements with foreign carriers where flight service connections are provided limited to the following:

- a. Far International: To provide connecting service with the Company and a foreign carrier on international itineraries beyond the regions of North America, Central America and South America
 - i. The Far International itinerary must include at least one segment on Southwest Airlines.
 - ii. The Company must operate all domestic and all Near International United States trans-border segments of that Far International itinerary.
 - iii. The Company will not initiate codeshare service with foreign carriers to the Far International Atlantic Region if the total Far International SWA PDEW among all SWA Airline Partners to that region over the previous twelve (12) months exceeds three hundred seventy-five (375). The Company will not initiate codeshare service with foreign carriers to the Far International Pacific Region if the total Far International SWA PDEW among all SWA Airline Partners to that region over the previous twelve (12) months exceeds eight hundred seventy-five (875).
 - iv. Following the start of codeshare service above, the lookbacks will revert to six (6) months to account for seasonality.
 - v. In the event the total Far International SWA PDEW among all SWA Airline Partners to the Atlantic Region exceeds three hundred seventy-five (375) or Pacific Region exceeds eight hundred seventy-five (875) over the previous six (6) months, the Company shall:

- a) Serve that Region with SWA aircraft after reaching an agreement with the Association in accordance with Section 1.M., and continue codesharing to that Region; or
 - b) Within twelve (12) months, reduce the volume of codeshare partners below the region PDEW threshold and/or reduce codesharing to that region with the Airline Partner to get below the region PDEW threshold; or
 - c) Within twelve (12) months, discontinue codesharing to that Region for no less than twelve (12) months; or
 - d) Within sixty (60) days, obtain the Association's agreement, as required by its governing documents, to continue codesharing to that region. Should the Company reach an agreement with the Association in accordance with Section 1.M. to serve the Far International destination, the limitations described in b) above will not apply.
- b. Other: The Company may enter into Codeshare and/or Interline Agreements with foreign carriers to provide inter-island service within the Caribbean Islands. The Company may also enter into Codeshare and/or Interline Agreements with other carriers, including Domestic carriers, to provide intra-state service within the State of Alaska and inter-island service within the Hawaiian Islands.

4. Distribution Agreements

The Company may distribute other airlines' flights on www.southwest.com or through Southwest Marketing Department limited to the following:

- a. Flights to and from Hawaii and international destinations (including any domestic legs of that itinerary) pursuant to the Southwest Airlines Rapid Rewards program, provided the Company does not offer connecting service on those routes and makes clear such flights are flown by the other airline and not the Company.
- b. Itineraries that contain a Southwest segment pursuant to Codeshare and/or Interline agreements authorized by Section 1. F.

5. Communication

- a. Prior to entering into, modifying, implementing or terminating any Airline Partnership under Section 1.F., the Company will meet and confer with the Association reasonably in advance of the effective date of such event. The Company will demonstrate to the Association and ensure that any Airline Partnership or modification thereof, is not being used as a substitute for the Company aircraft growth. The Company will also provide the Association with a final and unredacted draft of any Airline Partnership Agreement or amendment

thereof, at least thirty (30) days prior to signing and will, upon request, meet and confer with the Association regarding the same.

- b. The Company agrees to provide monthly compliance data and meet and confer with the Association at least monthly to evaluate the feasibility and viability of existing and future Airline Partnerships. The compliance data available to the Company will be provided and shall include but is not limited to the following:
 - i. De-identified ticket lift data for the given month containing selling carrier or agency, point of origin, origin destination, first connecting point, second connecting point, fare and Southwest portion of the fare for each interline/codeshare passenger;
 - ii. Planned schedules for flights that would be impacted by Southwest or OA code and/or interline. Flights impacted will be appropriately marked; and
 - iii. Estimated projection of impact of interline/codeshare in terms of additional passenger and revenue by route.
- c. The parties shall enter into a non-disclosure agreement to protect the confidentiality of these discussions and any disclosure of confidential materials.

G. CABOTAGE

The Company shall not allow its code to be used on flights of foreign carriers carrying local revenue passengers or cargo traffic between airports within the United States or its territories.

H. FOREIGN DOMICILES

Prior to the Company establishing any pilot domicile outside of the United States, it shall meet and confer with the Association upon its request and bargain with the Association regarding bidding, relocation expenses, and conditions of employment applicable to the specific situation at least ninety (90) days prior to any bid establishing such domicile. If a pilot domicile is established outside the United States, pilots assigned to such domicile shall be covered by this Agreement and shall enjoy all rights of the Railway Labor Act in the same manner as if the pilots were domiciled within the United States. Disputes concerning SWA pilots based at a foreign domicile shall be heard by the System Board of Adjustment, as set forth in this Agreement, and the decision of the System Board of Adjustment in such cases shall be enforceable in any court of competent jurisdiction in the United States to the same extent and in the same manner as other cases arising out of interpretation and application of this Agreement. In any proceeding related to the enforcement of the obligations of this paragraph, the Company will not raise non-applicability of the Railway Labor Act as a defense.

I. EXPEDITED BOARD OF ADJUSTMENT PROCEDURES

The Company and Association agree to arbitrate any claim made by either party, alleging a violation of this Section 1 directly before the System Board of Adjustment, sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within ten (10) days of the request for arbitration, an arbitrator will be selected pursuant to Section 17.B.3. of this Agreement. The dispute shall be heard no later than thirty (30) days following the submission of the dispute to the system board (subject to the availability of the arbitrator), and shall be decided no later than thirty (30) days following submission, unless the parties agree otherwise in writing.

J. INFORMATION SHARING

The Company agrees to provide the Association, upon request, with relevant information necessary for enforcement of this Section, subject to the Association's agreement to comply with reasonable restrictions and rules established by the Company for confidential or proprietary information. The Company shall produce such information within two (2) weeks of the request, unless the parties agree that additional time is necessary.

K. HOLD HARMLESS

The Company will indemnify, defend and hold harmless each of the FAA licensed pilots in the employ of the Company, and the personal estates of such pilot personnel, from and against any and all liabilities, losses, damages, claims, suits, judgments and all expenses (including reasonable attorneys' fees) arising therefrom or related thereto for personal injury or death, or damage to property of any person whomsoever, resulting from or arising out of any act or omission of such pilot personnel in the course or scope of such pilot's employment. The pilot will cooperate fully with the Company, its insurers and any attorneys retained to represent any of them in the defense of any claims covered hereby.

L. AMENDMENTS TO AGREEMENT

Either party hereto may, at any time, propose in writing to the other party any amendment which it may desire to make to this Agreement, and if such amendment is agreed to by both parties hereto, such amendment will be stated in writing, signed by both parties, and will then be deemed incorporated in, and will become part of, this Agreement. No amendment hereto will be valid unless in writing and duly and properly executed by both parties. These amendments will be referred to as Side Letters to the Agreement.

In an effort to keep pilots informed and contract language easily accessible and understandable, this Agreement will be maintained in an electronic format agreeable to both parties. That electronic contract will be called the Contract Master Electronic Version. It will be amended when a Side Letter is executed and will become the updated version and labeled as such. It will also be used to correct any grammatical or typographical errors. The first version agreed upon at the signing of this new contract will

be Version 1. Each subsequent change agreed upon will be dated and named Version 2, Version 3, etc. Side Letters will be executed in the same historical manner, numbered and documented as such, but will immediately be integrated into the Contract Master Electronic Version. That integration will be part of the Side Letter process.

M. RE-OPENER

In the event that the Company, during the duration of this Agreement, should:

1. Acquire for its use any aircraft other than a 737 aircraft which can be flown under the same common 737 type rating; or
2. Establish any new classification of employees employed within the bargaining unit and not in existence on the date of this Agreement; or
3. Conduct flying limited to cargo only; or
4. Begin flying international routes, other than Near International routes; or
5. Create any subset of flying not specifically delineated in Section 5 of this Agreement; or
6. Acquire or configure any aircraft with more than one hundred seventy-five (175) passenger seats will trigger a re-opener on rates of pay.

This Agreement will be reopened for the sole purpose of negotiating wages, rates of pay, relocation expenses, bidding, and hours or conditions of employment particularly applicable to the specific situation. If the FAA, or the Company, or other competent authority restricts any flying beyond those aircraft listed above, this paragraph shall apply. If the reopener is triggered pursuant to paragraphs M.1 through M.6, the Company shall not place such aircraft in revenue service, or implement as applicable until the above provisions are negotiated and agreed to by the Association.

N. SEPARABILITY

Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, act of government agency or decree of court having jurisdiction, such invalidation of a part of this Agreement will not invalidate the remaining parts thereof, which will remain in full force and effect. If any part of this Agreement is invalidated, either party may, upon thirty (30) days written notice to the other, request negotiations for an amendment specifically drafted to account for the invalidated part of this Agreement.

Should any provision in this Agreement be declared illegal by any court of competent jurisdiction, such provision will immediately become null and void, leaving the

remainder of the Agreement in full force and effect, and the parties will thereupon seek to negotiate substitute provisions which are in conformity with applicable law.

O. MANAGEMENT RIGHTS

The right to manage and direct the work force, subject to the provisions of this Agreement, is vested in the Company. Employees covered by this Agreement shall be governed by all Company rules, regulations and orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement and which have been made available to the affected employees and the Association prior to becoming effective. The Association shall be advised of any changes to rules, regulations, or orders governing pilots at least fourteen (14) calendar days before such rules, regulations, or orders become effective, unless the parties mutually agree to a shorter advance notification period. This fourteen (14) calendar day requirement will not apply when the Company is required by law to make immediate changes or in the event of an emergency circumstance that reasonably requires immediate change.

P. ADMINISTRATION OF THE CONTRACT

1. The Company and the Association both recognize the importance of a Collective Bargaining Agreement that promotes a safe and efficient operation. The Company will provide the Association with the ability to run all Crew Management System (CMS) transactions.

2. Contract Implementation

The Company and the Association will each designate representatives to facilitate the implementation of this Agreement.

3. Contract Dispute Resolution

The Company and the Association will each designate representatives to expeditiously resolve any dispute arising during the implementation of this CBA and any misunderstandings about the intent or language contained herein.

SECTION 2: GENERAL

A. UNIFORM

1. Pilots will wear the uniform prescribed by the Company in accordance with the manner prescribed by the Company. The expense of the initial uniform, including its maintenance, will be borne by each pilot. Expenses due to changes in design or other requirements will be borne by the Company. The Company will provide, free of charge, such insignia that are to be worn as part of the prescribed uniform. Such insignia will remain the property of the Company, and each pilot will be responsible for same if lost.
2. The Association may designate a uniform committee which, if formed, will be consulted by the Company regarding any contemplated change to the uniform, uniform accessories or policies concerning the wear of the pilot uniform.
3. Any contemplated change in the vendor(s) who supply the uniform and uniform accessories, and manner in which the uniforms are procured will also be discussed with the committee. The Company will give careful consideration to the recommendations of such committee. Three (3) months notice will be given of any uniform change that renders any portion of the uniform purchased by pilots obsolete.
4. All Company required uniforms and uniform accessories that are purchased through a Company authorized vendor or through Southwest Airlines Administrative Purchasing will be available through payroll deduction. The individual accounts will be paid back at the rate of thirty dollars (\$30) per pay period. If the account balance for a non-probationary pilot exceeds five hundred dollars (\$500), the Company may increase the deduction amount to fifty dollars (\$50) per pay period. The Company may allow optional items to be purchased from authorized vendors or Southwest Airlines Administrative Purchasing, and may set a dollar limit and repayment schedule concerning such purchases. Any balance owed to the Company from any purchases made on a payroll deduction basis will be deducted from an employee's final paycheck upon termination of employment.

B. COMPANY RELATIONS

1. The Association or its representatives will meet with officials designated by the Company as necessary every calendar year to discuss safety, employee problems and other items of mutual interest.
2. During the time a pilot who maintains currency as a Southwest Airlines pilot is on flight pay loss for Association business, the Company will provide the pilot with the same benefits he or she would normally receive or accrue.



3. Authorized representatives of the Association will be provided with a reasonable number of [must ride](#) passes upon request for the purpose of travel related to the transaction of business with Southwest Airlines.

C. REMOVAL FROM FLYING

Any pilot removed from duty for a possible offense, questionable occurrence, or fitness for duty will have his pairing(s) coded Company Convenience (CC with Pay). The specific reason for a pilot's removal from duty will be explained to him at the time of removal. A written explanation detailing the specific reason for his removal will be provided to him with a copy to the Association as soon as is practicable, but definitely no later than three (3) business days from the time of removal. A pilot will continue in a paid status until such time that just cause for removal is clearly demonstrated.

D. PRISONER OF WAR, HOSTAGE, INTERNMENT

1. A pilot who in the course and scope of Company business is kidnapped, hijacked, taken prisoner, interned or is missing as a result of war, rebellion, insurrection, terrorist act or action of a foreign government, shall continue to accrue seniority and longevity.
2. The Company shall provide such pilot with the following compensation and benefits until the pilot is released or the official date of death:
 - a. Compensation based on average monthly bid line total per the pilot's Domicile and seat position.
 - b. Applicable insurance benefits and other benefits attendant to his status as an active employee.
 - c. Accruals and contributions normally made by the pilot and/or the Company.
 - d. Continuation of insurance benefits for spouse and/or eligible dependents of the pilot.
3. Compensation and other benefits payable under this Section shall be provided to the beneficiaries indicated by the pilot in his Beneficiary Designation Form. In the absence of a completed Beneficiary Designation Form, the Company shall deposit all applicable benefits in trust for the pilot until his status has been legally determined. The trustee shall invest such funds in accordance with applicable fiduciary responsibilities.

4. Should a pilot's spouse and/or eligible dependents wish to continue health coverage beyond the end of the appropriate benefit continuation period provided in Section 14 of this Agreement, they may do so under the provisions of COBRA. A pilot and his spouse and/or eligible dependents needing more information regarding COBRA (including time limits) should refer to Section 14 of this Agreement.
5. The Company shall provide each pilot with a Beneficiary Designation Form in the following manner. Each pilot shall submit such designation form to the designated Company official within ninety (90) days of the effective date of this Agreement, or, in the case of new hires, within sixty (60) days of the pilot's date of hire.

E. PERSONNEL AND TRAINING FILE

1. An official Flight Operations Domicile Personnel File will be maintained by the Company in the Chief Pilot's office at the pilot's Domicile.
2. For information related to a pilot's access to his file, refer to Section 15.B. of this Agreement.
3. An official training file, containing all records relating to a pilot's training and flight checks will be maintained at the Training Center.
4. A pilot may examine his personal files (Domicile or training) on any business day during normal business hours with adequate notice to his Chief Pilot or Training Department personnel, as appropriate. A pilot will be given a copy of any document in his personnel file upon request.

F. JURY DUTY/WITNESS

1. General

A pilot who is required to serve on a jury will not suffer a loss in pay from his schedule at the time jury duty notice is received as a result of such service. A pilot who receives notice of jury duty should inform his Chief Pilot or designee as soon as possible, but certainly no later than three (3) business days after receiving the jury duty summons, to ensure timely communication for required schedule changes. When warranted by operational need, the Company may request the appropriate authorities to defer or establish alternative date(s) for a pilot's jury duty.

2. Pairings Obtained (Assigned or Awarded) Prior to Receipt of Jury Duty Notice

The Company will pull the leg(s) that conflict with the known jury duty. If the pilot lives in domicile, the pilot will be returned to the domicile in time for adequate rest and travel to the jury duty assignment. If pulled at an outstation, the duty period will end thirty (30) minutes after block-in of the last flight. If the pilot is a commuter, he

will be removed from the pairing to allow him to commute home with adequate rest prior to the jury assignment. The pilot will be scheduled on must ride deadhead(s) back to domicile or the commuter's SWA commuter city. Deadheads will not be paid unless they are part of a bid pairing. A pilot with a pairing that conflicts with jury duty is permitted to use TT/GA and ELITT to adjust his schedule as to not conflict with the jury duty. Crew Scheduling will pull the pairing no sooner than three (3) days prior to the jury duty. For pay purposes only, DHR will be applied to the duty period until the pilot is released in domicile, released in his SWA commuter city, or returned to the pairing after completion of jury duty.

A pilot may elect to call his Chief Pilot regarding alternate trip pull solutions.

3. Pairings Obtained (Assigned or Awarded) After Receipt of Jury Duty Notice

Upon receipt of a jury duty notice, a pilot is expected to refrain from acquiring pairings that would conflict with the jury duty. Pairings acquired after receipt of a jury duty notice that conflict with the jury duty will be pulled at no pay. The affected pilot and the Company must mutually agree to return the pilot to a portion of the pairing upon the completion of jury duty service. Deadhead(s) added to rejoin the pairing will not be paid, unless part of a bid pairing.

A pilot is not restricted from acquiring pairings which commence after the expected completion of jury duty. Such pairings must allow for adequate time to commute to the pairing. Pairings acquired prior to jury duty must allow for adequate time to commute after the completion of the pairing. However, pairings acquired after the pilot receives a jury duty notice that conflict with an extension of jury service will be removed at no pay.

4. Pilot as Witness

If a pilot is required to testify in a court of law on behalf of the Company, otherwise perform at Company request any service needed to defend the Company or himself, or is subpoenaed as a witness in any legal proceeding based on performance of job duties within the scope of his employment, the pilot will be paid Duty Period Minimum (DPM) or actual TFP lost, whichever is greater.

G. TEAM MEETINGS

1. A pilot, when notified, is encouraged to attend interdepartmental meetings to resolve conflicts which have occurred. These interdepartmental meetings are normally not mandatory and are called only after review by senior departmental management.
2. If a pilot is notified that the meeting is mandatory and is required by the Company to attend a Team Building Meeting on a day off, he will be paid DPM and travel will be kept at an absolute minimum.

3. The meeting date/time will normally be mutually agreed upon. Disciplinary action is not a function of the team meeting; however, a pilot may request a SWAPA representative to be present. The Company will promptly inform SWAPA of any negative results of any Team Building Meeting involving a pilot within seven (7) days.

H. REQUIRED COMPANY MEETINGS

1. Meetings on a Scheduled Day Off

In the event a pilot is given a “Notification of Meeting Requirement” form by the Company (or a representative of the Company) that requires him to attend a meeting on a scheduled day off, the pilot will be paid 2.5 TFP unless the result of the meeting or investigation leads to discipline or a Letter of Reprimand. If discipline or a Letter of Reprimand is administered, the pilot will be paid one (1.0) TFP for the time spent in the office. If the sole purpose of the trip to the domicile is for the required meeting, the pilot will be provided a must ride deadhead from/to the pilot’s commuter city/domicile. Flight reservations will be handled in the manner described in Section 23.I.1. Duty time will be reflected in the Crew Management System to account for time spent in the meeting. For meetings that require an additional night in the domicile over and above the pilot’s normal commute required domicile nights, the Company will provide a paid hotel room. If the pilot has been pulled CC during the course of the investigation, the pilot will be paid the greater of the pay required by this Section or the CC pull pay.

2. Meetings during a Flight Duty Period (FDP)

- a. If the meeting is prior to any FDP, the pilot’s FDP will start at the scheduled meeting time. DHR and THR will apply. The meeting will be scheduled so as not to conflict with an FAR or contractual legality.
- b. If the meeting is after any FDP, the pilot’s duty day/period shall continue until the conclusion of the meeting. DHR and THR will apply. The meeting will be scheduled so as not to conflict with an FAR or contractual legality.

3. Meetings during non-FDPs

If the meeting is in conjunction with any duty other than an FDP, time spent at the meeting will not be counted as FDP, but will be included in duty day/period calculations. Duty day/period will begin at the scheduled meeting time for meetings prior to the originally scheduled duty day/period and continue until the conclusion of the meeting for meetings scheduled after the originally scheduled duty day/period.

I. PAYMENT FOR EQUIPMENT/TRAINING

A pilot shall not be required to pay for the use of any equipment and/or supplies used in operations and training. The cost of any pilot training required by the Company shall be borne by the Company.

J. DAMAGE TO EQUIPMENT

A pilot shall not be required to pay for damages resulting from his operation of equipment in the service of the Company unless such damage results from willful misconduct.

K. EMPLOYEE TRAVEL POLICY

1. Each pilot will be afforded travel benefits no less than those extended to other employee groups as established by Company policy.
2. Each pilot listed on the Southwest Airlines Master Pilot Seniority List will be allowed to carry “two plus one” bags in the performance of duties, as permitted by TSA regulations.

L. JUMPSEAT

The Company shall provide each pilot with cockpit jumpseat privileges on Company aircraft, unless otherwise prohibited by regulation or statute. The Company will participate in the Cockpit Access Security System (CASS) (or its equivalent) for both domestic and international jumpseat access when available at no expense to the pilot. A pilot who is traveling on a space available basis shall have priority on the jumpseat over any other Company or non-Company personnel traveling on a space available basis. Pilots who have signed up for the jumpseat will be allowed to pre-board.

M. COPIES OF AGREEMENT

Each pilot, upon request, shall be provided with a copy of the new Agreement within a reasonable time after its signing. Each new pilot will be provided a copy during initial training. The Company will maintain an updated copy of the Agreement on the Electronic Flight Bag (EFB).

N. PASSPORTS, VISAS, INOCULATIONS AND RESTRICTED RADIO TELEPHONE OPERATOR PERMIT (RR)

1. Pilots may be required to obtain and maintain a current passport. First Officers and Check Airmen are required to obtain and possess a Restricted Radio Telephone Operator Permit (RR). Each pilot may be required to carry his passports (and visas if required) while on duty as defined in the Flight Operations Manual. First Officers and Check Airmen are required to carry their RR while on duty.
2. The Company may, at its discretion, contract with a third party vendor to manage the passport and visa processes. Should the Company contract with a third party vendor for these processes, pilots who are required to carry a passport or visa must obtain and maintain passports and visas through the vendor, and the costs will be borne by the Company unless described otherwise below.

Should a third party vendor not be contracted, the Company shall reimburse each pilot for the cost of new passports, passport renewals and photos, visas, if required. Charges for expediting passport service, when required, and required inoculations/medications will be reimbursed by the Company. Reimbursement for pilot initiated third party vendor fees requires Chief Pilot's approval prior to the transaction. Passport fee reimbursement will be limited to the application fee, expedition fee, photos, and any other governmental fees that may apply. The Company, or a third party vendor, shall obtain visas for pilots whenever practicable, and each pilot shall cooperate and assist in the process. Current First Officers and Check Airmen who do not have a Restricted Radio Telephone Operator Permit (RR) will be reimbursed by the Company for the cost of obtaining one. Reimbursement is subject to submittal of proper receipts. Each pilot will be required to submit government-required information to the Company (i.e. information the Company is required to share with the TSA or Border Patrol, etc.).

3. PASSPORT/VISA/RR REQUIRED FLYING

- a. A pilot awarded a hard line or blank line (including Reserve) or an assignment via the open time system, ELITT, Trip Trade/Giveaway, etc. that includes flying to/from a destination(s) where a passport/visa/RR is required must possess a passport/visa/RR valid for travel to/from that destination for the entire bid period or trip, and carry-out period. A pilot who does not have a valid passport/visa/RR should notify Crew Scheduling twenty-four (24) hours prior to the report time of a pairing with flying that requires a passport/visa/RR. The pilot will be removed from the pairing at no pay. The pilot will have the option to pick up flying through the Open Time or Trip Trade/Giveaway (TT/GA) systems. The pairing acquired cannot contain flying that requires a passport/visa/RR.

- b. A pilot who is unable to obtain or hold the required travel documentation will be awarded lines through the normal award process. Any International pairings which he cannot fly will be removed as an overlap adjustment and will be handled in accordance with Open Time Priority procedures, as delineated in Section 5.J.
 - c. If the pilot is reassigned or pulled without pay, corrective action may be administered in accordance with the Passport/Visa/ Restricted Radio Telephone Operator Permit (RR) Policy.
4. EXPIRED/LOST/STOLEN PASSPORTS
- a. A pilot whose passport is lost or stolen while working must report the loss promptly to the U.S. Embassy or Consulate and Southwest Airlines Crew Scheduling.
 - b. The Company will not be responsible for the costs associated with replacing lost passports, passport photos, visas and RR, except and unless they are lost or stolen while on duty or on an overnight. If a passport or visa is lost or stolen while on duty or on an overnight, reimbursement will be done in accordance with Section 2.N.2. Reimbursement is subject to submittal of proper receipts.
 - c. A pilot removed from flying in a near international station because of a lost or stolen passport/visa/RR is subject to reassignment and will be covered by daily reassignment pay rules through the end of the pairing. If the Company cannot return the pilot to his domicile inside the original pairing footprint, the days outside the pairing will not be paid. If the pilot's return to his domicile is outside of the original footprint of the pairing, he will be given unpaid deadheads back to domicile and will receive per diem until he returns to domicile.
 - d. A pilot who is on-line or notifies Crew Scheduling four (4) hours or less from report that he does not have a valid passport/visa/RR, when required, is subject to reassignment. The pilot will be reassigned, if possible, or the pairing(s) or a portion of the pairing(s) will be pulled without pay. The reassigned flying will become the new original pairing for pay calculation purposes for any subsequent reassignment. Should the remainder of the pairing be pulled, the pilot will have the option to pick up from the Open Time or TT/GA systems. The pairing acquired cannot contain flying that requires a passport/visa/RR.
 - e. All Reserves may be required to carry a valid passport/visa. First Officers and Check Airmen Reserves are also required to carry a RR. Reserves who fail to carry the required documentation for a reserve assignment may be assigned a different reserve assignment if available. Should no other flying be available at the time Crew Scheduling is notified that the Reserve does not have a passport/visa/RR, the Company will continue the pilot on the Reserve Availability Period (RAP). Reserve assignments to accommodate passport, visa and RR issues may be made out of [RCO](#) and RAP order.



O. NON-DISCRIMINATION

1. No employee covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company or the Association because of membership in the Association. All employees shall be free to engage in lawful Association activities.
2. No employee covered by this Agreement shall be discriminated against because of race, color, religion, national origin, age, gender identity, sexual orientation, pregnancy, marital status, disability or veteran status.

P. ASSOCIATION MEETINGS WITH NEW HIRE PILOTS

The Company will allow the Association to meet with new hire pilots. Such meetings shall be scheduled at the conclusion of a training day at a time convenient to the Company.

Q. PILOT INFORMATION PROVIDED TO ASSOCIATION

The Company shall provide the Association with a list containing each pilot's name, mailing address, phone number and e-mail address as last provided to the Company by the pilot. The Association shall treat the information as confidential, shall not post such information on any general membership or pilot bulletin board or website, and shall not disclose such information to any other person or party except as may be required by law.

R. ASSOCIATION REPRESENTATION

1. The Association will install a suitable bulletin board at each domicile for the posting of Association meetings, elections, seniority lists, and official notices. The bulletin board will not contain any editorialized material and will be lockable.
2. With reasonable notification, the Company agrees to admit to its property the officially designated representatives of the Association to transact such business as is necessary for the administration of this Agreement.
3. Any pilot covered by this Agreement and required to be present at Company direction shall be entitled to Association representation if he so requests.

S. PILOT DEATH

In the event of a pilot's death, the Company shall notify the Association immediately.

T. PILOT PROTECTION/DEFENSE DEVICES

In the event the Company or any regulatory agency requires a pilot to become trained in the use of any protective or defense device that the Company decides to use (e.g., mace, stun gun, taser or firearm) as a part of flight and/or aircraft security, the Company shall provide written notice to the Association of such requirement. Pay for such training shall be as per Section 4.K. of this Agreement. The Company and the Association shall meet for the purpose of reviewing training requirement(s) and liability associated with such device(s). Failure of a pilot to qualify on such device(s) shall not result in any disciplinary action. The Company will make every reasonable effort to train a pilot to proficiency.

U. AIRPORT SECURITY IDENTIFICATION BADGES

1. When a specific local airport security Identification (ID) badge is authorized at a pilot's Domicile or required at other specific airports, the Company shall provide guidance and authorization, to the extent allowed by local regulations and policies, to obtain a local airport security ID badge.
2. Any cost involved with this process, with the exception of lost badge replacement, shall be borne exclusively by the Company.
3. It is the requesting pilot's responsibility to ensure adherence to all required security currency requirements/updates and any validation/revalidation processes that the federal and/or local airport authority may require.
4. Where provided at the local airport, the Company will offer an alternate means of screening.

V. BENEFITS ENTITLEMENT

1. Except as otherwise provided for herein, each pilot shall be entitled to no less than the same benefits, privileges and policies as are available to other Company employees pursuant to policies and practices by the Company.
2. No pilot will be deprived of any existing insurance, profit sharing, or other benefits presently enjoyed by pilots covered by this Agreement merely by virtue of the fact that such benefits are not specifically mentioned herein.

W. INTERNATIONAL SECURITY

The Company will, at its own expense, provide appropriate security for pilot transportation to and from the airport, and at Crew Hotels. Additionally, all appropriate security measures will be employed in situations involving travel warnings by agencies such as the U.S. Department of State, up to and including, evacuation from and/or suspension of operations to, such international destinations.

X. CREW MEALS

Unless the Association agrees to an alternative solution, crew meals will be provided to non RON crews at international stations where food is inaccessible due to policies or local regulations or at any location that would require a crew member to clear customs in the foreign city. Crew meals will be time appropriate and nutritiously balanced.

SECTION 3: SENIORITY

A. SENIORITY LIST

1. Generally, Seniority will be used for bidding monthly flying, upgrading, and filling of vacancies, furlough and recall, vacations, training, Open Time, JA, charter and other flying.
2. There will be one Master Pilot Seniority List. The Master Pilot Seniority List will be maintained electronically by the Company and is expressly made a part of this Agreement. The dates shown in the Master Pilot Seniority List will govern regardless of anything else contained herein. The Company will update and make available a revised Master Pilot Seniority List monthly if there have been any additions or deletions to the list.
 - a. A pilot will be permitted a period of thirty (30) days after the monthly posting to protest to the Company any omission or incorrect posting affecting his seniority.
 - b. A pilot on leave at the time of posting will have a period of thirty (30) days from the date of his return to domicile during which to file such protest.
 - c. Grammatical or typographical errors may be corrected at any time.

B. ESTABLISHMENT, USE AND RETENTION OF SENIORITY

1. A pilot's Seniority Date will begin to accrue from the date the pilot is first placed on the Company payroll in a pilot training status and actually begins pilot training with the intent of regular line flying, and will continue to accrue thereafter during all service as a pilot except as provided in this Section or other Sections of this Agreement.
2. When two (2) or more pilots are hired on the same date, their names will be placed on the Master Pilot Seniority List according to their age, with the oldest pilot receiving the lowest (most advantageous) number. In the event two (2) or more pilots with the same date of hire have the same birth date, the seniority of the affected pilots will be determined by the last four digits of the pilots' social security number with the lowest number receiving the lowest (most advantageous) seniority number.
3. Once established, the relative Seniority position of a pilot on the Master Pilot Seniority List will not change unless specifically provided for in this Agreement.

4. A pilot shall forfeit all Seniority rights and his name shall be removed from the Master Pilot Seniority List under the following conditions:
 - a. Resignation;
 - b. Voluntary retirement;
 - c. Medical retirement;
 - d. Federal statutory FAR Part 121 retirement age;
 - e. Proper discharge for cause, and if challenged, after termination is upheld in accordance with the Grievance proceedings of this Agreement; or
 - f. Failure to return to a flying position upon recall from furlough pursuant to Section 22 of this Agreement.

C. PROBATION

1. Each pilot will be on probation for a period of one (1) year from date of hire as a pilot with the Company. Such probationary period will begin on the pilot's date of hire (first day of formal training), and will continue for twelve (12) months from said date ending as of the anniversary date of the pilot's date of hire. Such probationary period will be extended by any period during the probationary period in which the pilot is on furlough or extended leave of absence (thirty (30) days or more).
2. Prior to release of a First Officer from probation, he must pass a First Officer proficiency check administered by a Company Check Airman. At the Company's discretion, such proficiency check may be given during a period beginning sixty (60) days prior to the anniversary date of the pilot's date of hire and ending no later than thirty-one (31) days after such anniversary date. The First Officer will be given at least thirty (30) days' notice of such proficiency check. Assignment will be in order of seniority within each class.
3. In the event such proficiency check is given after the anniversary date, probation will be extended to seven (7) days after it is completed but to a period no greater than thirty-one (31) days after the pilot's anniversary date plus applicable extensions for furlough or leaves of absence. Extension of the probation period for this purpose will not affect pay computation.

4. Should a probationary pilot fail a proficiency check he will be granted the same retraining provisions as afforded non-probationary pilots. Should the pilot successfully accomplish the retraining and subsequent evaluation, the pilot will be returned to line service.
5. Termination of a pilot's employment during this probationary period will not be subject to the grievance and dispute resolution provisions of this Agreement. The grievance and dispute resolution provisions of this Agreement are applicable during a pilot's probationary period for wages, hours and conditions of service. Except as specifically provided in this Agreement, probationary pilots enjoy the same rights and privileges accorded non-probationary pilots.

SECTION 4: COMPENSATION**A. PILOT LONGEVITY**

A pilot will continue to accrue longevity for pay purposes as long as the pilot is on the Southwest Airlines Master Pilot Seniority List, and not on extended unpaid leave of absence in excess of ninety (90) days, except as provided in Section 12.C., 12.F., and Section 22 of this Agreement. When a pilot is advanced from one longevity pay status to the next, salary in such status will begin at the beginning of the pay period nearest such date. From the first (1st) to the fifteenth (15th) of the month, pay increases will begin on the first (1st) of that month; and from the sixteenth (16th) through the end of the month, pay increases will begin on the first (1st) of the following month.

B. CAPTAIN PAY

Captains will be compensated on the basis of "trip pay" which will be paid at the appropriate equipment longevity rate.

C. EQUIPMENT LONGEVITY PAY

1. Equipment longevity pay will be paid per trip credited, based on the appropriate aircraft and the pilot's years of total service with the Company at the following rates:

		CAPTAINS' PAY RATE				
		10/1/16	9/1/17	9/1/18	9/1/19	9/1/20
		TFP	TFP	TFP	TFP	TFP
LONGEVITY	1	\$192.35	\$198.12	\$204.06	\$210.18	\$216.49
	2	\$194.68	\$200.52	\$206.54	\$212.74	\$219.12
	3	\$197.06	\$202.97	\$209.06	\$215.33	\$221.79
	4	\$199.40	\$205.38	\$211.54	\$217.89	\$224.43
	5	\$201.62	\$207.67	\$213.90	\$220.32	\$226.93
	6	\$204.13	\$210.25	\$216.56	\$223.06	\$229.75
	7	\$206.48	\$212.67	\$219.05	\$225.62	\$232.39
	8	\$208.83	\$215.09	\$221.54	\$228.19	\$235.04
	9	\$211.19	\$217.53	\$224.06	\$230.78	\$237.70
	10	\$213.53	\$219.94	\$226.54	\$233.34	\$240.34
	11	\$215.90	\$222.38	\$229.05	\$235.92	\$243.00
	12	\$218.25*	\$224.80*	\$231.54*	\$238.49*	\$245.64*

** And each year thereafter.*

		FIRST OFFICERS' PAY RATE				
		10/1/16	9/1/17	9/1/18	9/1/19	9/1/20
		TFP	TFP	TFP	TFP	TFP
LONGEVITY	1	\$67.32	\$69.34	\$71.42	\$73.56	\$75.77
	2	\$97.34	\$100.26	\$103.27	\$106.37	\$109.56
	3	\$108.38	\$111.63	\$114.98	\$118.43	\$121.98
	4	\$119.64	\$123.23	\$126.92	\$130.73	\$134.66
	5	\$131.05	\$134.99	\$139.04	\$143.21	\$147.50
	6	\$136.77	\$140.87	\$145.10	\$149.45	\$153.93
	7	\$140.41	\$144.62	\$148.95	\$153.42	\$158.03
	8	\$144.09	\$148.41	\$152.86	\$157.45	\$162.18
	9	\$145.72	\$150.10	\$154.60	\$159.24	\$164.01
	10	\$149.47	\$153.96	\$158.58	\$163.34	\$168.24
	11	\$151.13	\$155.67	\$160.34	\$165.14	\$170.10
	12	\$152.78	\$157.36	\$162.08	\$166.94	\$171.95

** And each year thereafter.*

- All Equipment Longevity Pay Rates contained herein will be increased on the following schedule:

Effective Date	Percentage Increase
Oct 1, 2016	15.0%
Sept 1, 2017	3.0%
Sept 1, 2018	3.0%
Sept 1, 2019	3.0%
Sept 1, 2020	3.0%

- Ratification Bonus Payment

See Ratification Bonus Letter of Agreement.

D. FIRST OFFICER PAY

- First Officers will be paid a percentage of a Captain's trip pay based on a Captain in the same year of service flying the same number of TFP on the same equipment.
- First year First Officers that fly open time that exceeds their original line total for the month will be paid at second year rates for all open time, plus any applicable premium associated with the open time.



- TFP from open time (MOT, DOT, HOT, POT, SNOT, VPF and JA) awarded to First Year First Officers that exceeds their original line total for the month will be



paid at second year rates for the value (or partial value) of the TFP, plus any applicable JA premium associated with the open time. For purposes of this Section only, the original line total is defined as: the value of all flying and non-fly events on the line after the completion of the vacation overlap, month to month overlap and recurrent training adjustments, excluding any MOT, DOT, HOT, POT, SNOT, VPF, and JA carried in from the previous month. For example: the original line total is ninety (90) TFP. A pilot is awarded a POT pairing that pays thirteen (13.0) TFP (including premium/rigs) bringing his line total to one hundred and three (103) TFP. The pilot later gives away ten (10) TFP. At the end of the month, the pilot's line total is ninety three (93) TFP. The pilot would be paid ninety (90) TFP at first year rates and three (3) TFP at second year rates.

- b. TFP from MOT awards traded in ELITT will be eligible for second year rates if the value (or partial value) of the ELITT pairings and all other flying/non-fly events exceed the original line total. A pilot cannot increase the number of pairings eligible for second year rates through ELITT trading. For example:
 - i. One (1) MOT award traded for two (2) ELITT pairings. The highest paying pairing will be considered an open time award.
 - ii. Two (2) MOT awards are traded together for two (2) ELITT pairings. Both pairings will be considered open time awards.
 - iii. Two (2) MOT awards are traded together for three (3) ELITT pairings. The two (2) highest paying pairings will be considered open time awards.
 - iv. If a MOT award is traded in conjunction with a pairing paying first year rates, the pairing(s) acquired in ELITT will pay first year rates.

FIRST OFFICER RATE UPON RATIFICATION			
Year In Service	Percent of Captain Pay Rates	Year In Service	Percent of Captain Pay Rates
1	35%	7	68%
2	50%	8	69%
3	55%	9	69%
4	60%	10	70%
5	65%	11	70%
6	67%	12*	70%

** And each year thereafter.*

E. TRIP PAY

A trip for pay purposes shall consist of a takeoff and landing.

F. STANDARD / NON-STANDARD TRIP

For purposes of this Section, a "standard trip" will be any trip for which the nonstop mileage according to the CAB book of airport to airport mileage is two hundred forty-three (243) miles or less. If CAB book does not have airport to airport mileage listed, DOT published figures will be used between airports.

A non-standard trip will be any trip for which the non-stop mileage according to the CAB book of airport to airport mileage exceeds two hundred forty-three (243) miles. Non-standard trips will be paid at the rate of one (1) standard trip plus one-tenth (.10) trip for each forty (40) mile increment over two hundred forty-three (243) miles, rounded up or down to the nearest forty (40) mile increment.

In the event there is in effect during the term of this Agreement a non-standard trip pay formula for Southwest Airlines Flight Attendants which would, if applied to Southwest Airlines pilots, be more beneficial to the pilots, then such non-standard trip pay formula used for flight attendants shall also apply to pilots.

G. OVER-SCHEDULE/OVER-FLY

1. An over-schedule override will be computed for each flight based upon each flight equal to one (1) paid trip, plus one tenth (0.10) trip for each five (5) minutes in excess of fifty-five (55) minutes, truncated to the nearest five (5) minutes. If this value exceeds the value under the non-standard trip formula, the flight will pay the override value.
2. In addition to the non-standard trip adjustment contained herein, pilots will be paid, where applicable, an additional over-fly premium component for flights which actually operate in excess of scheduled block time. Such premium will apply to each flight segment and will be paid at the rate of two-hundredths (0.02) trip for each one (1) minute which a flight operates in excess of such flight's scheduled block time, excluding, however, the first four (4) minutes which such flight segment is in excess of schedule. Inflight diversions, enroute stops, and returns to the gate are subject to the over-fly premium. Over-fly premium will be added to the trips actually flown. Trips flown will be compared to daily or trip RIG and will pay the greater.
3. If a flight blocks out and then has to return to the gate without taking off, the time will be displayed as a gate return in the pairing. The pay for the gate return will be two hundredths (0.02) trip for each one (1) minute. The flight following the gate return will pay as if the gate return did not occur.

H. SCHEDULE LINE GUARANTEES

All monthly lines of time will be scheduled with not less than the following TFP per bid period:

31 Day Bid Period	30 Day Bid Period	28/29 Day Bid Period
89.0 TFP	87.0 TFP	85.0 TFP

If a pilot's originally scheduled line pay is less than the scheduled line guarantee, it will be adjusted up to the minimum guaranteed line pay. All other paid events during the month will be added to the adjusted line minimum pay.

I. RIGS

1. Duty Hour Ratio (DHR): A pilot will receive a minimum of seventy-four one hundredths (.74) TFP for each hour on duty or fraction thereof. The DHR will be applied to each duty period in the pairing commencing at required report time and terminating thirty (30) minutes after block in; or clearance of customs, whichever is later. DHR will be applied to all pairings awarded in MOT, DOT, HOT and non-premium SNOT. DHR applies to all reassignments. Pilots on duty periods with prorated rigs accepted from Trip Trade and Giveaway that block-in more than 3 hours after originally scheduled due to flight delays will pay DHR.
2. Duty Period Minimum (DPM): A pilot will receive a minimum of five (5.0) TFP each duty period. The DPM will be applied to each duty period in the pairing.
3. Trip Hour Ratio (THR): A pilot will receive a minimum of one (1.0) TFP for each three hours (3:00) away from domicile (report to release) or fraction thereof. This trip hour period may only be broken by a legal rest break in domicile. THR applies to all reassignments.
4. Average Daily Guarantee (ADG): A pilot will receive a minimum of six and one-half (6.5) TFP times the number of originally scheduled Domicile Days (0300-0259 local domicile time) in a pairing. For multi-duty period pairings, ADG will be applied per Domicile Day or duty period(s), whichever is greater. ADG will be applied per duty period, rather than Domicile Day, for all single duty period pairings and all charters.
5. The TFP calculated under the DHR and THR specified above will be calculated to two decimal places, rounded by standard convention.
6. Each of the daily rig credits (DHR and DPM) in a pairing will be calculated separately for each duty period in the pairing. Averages will not be used. Pay for each duty period will be the greater of the trips flown, or DHR, DPM, and pay calculated

- under the reassignment rules. The sum of the daily trip totals will then be compared to the THR and ADG and the pairing will pay the greatest of the three.
7. Any rig applicable to the original pairing will not be reduced by subsequent pairing(s) added to the same duty period. When a second pairing from open time, TT/GA, or ELITT is added to the original pairing, rigs from the second pairing may not be reduced. If a pilot is awarded a continuation of the same pairing, with the exception of those awarded MOT, the positioning deadhead value between split pairings and/or the DHR value associated with the split pairings will be paid.
 8. A duty period will pay on the Southwest Day in which it is scheduled to report. (e.g.: a duty period that reports on January 1 at 0030 CT and terminates at 0600 CT will pay in the December bid period).
 9. Any rig associated with the duty period (DPM and DHR) will pay in the bid period in which the pilot is scheduled to report for duty.
 10. Any rig associated with the Pairing (ADG and THR) will pay in the bid period in which the final duty period in the pairing is scheduled to report.
 11. Any rig credit projected for a pairing will be prorated, as explained in the following paragraph, when that pairing is split prior to being placed into open time. Pairings split for open time that are awarded through the Reserve, POT, VPF, premium SNOT, or JA process are considered to be new pairings and the above rig credits will apply with no proration. With respect to POT, premium SNOT, and VPF, pilots will be paid time and a half (1.5) of the legs flown or the full rigs whichever is greater. JA'd pilots will be paid double time (2.0) of the legs flown or full rigs whichever is greater. If Scheduling optimizes open time pairings, full rigs will apply.
 12. When a pairing is split for Open Time, rig credit associated with the DHR and DPM provisions of this Agreement will remain attached to the duty period where it was originally generated. If a duty period with DHR and DPM credit is split, the rig credit for that duty period will be credited to the new duty period on that day with the lowest TFP total until all new duty periods on that day are equal, and then credited equally to all duty periods on that day until the rig is exhausted.

For all pairings except Red-Eye pairings, if the rig is generated in accordance with the THR and ADG provision of this Agreement, that portion of the rig is credited to the lowest paying duty period in the original pairing until all duty periods are equal and then equally to all duty periods until the rig is exhausted. THR and ADG rig credited to a duty period will be prorated as above if that duty period is split. THR and ADG associated with a Red-Eye pairing will have all THR and ADG rig prorated to the Red-Eye duty period(s). Should multiple Red-Eye duty periods exist within a pairing, the rig will be credited to the Red-Eye duty period with the lowest TFP total until all Red-Eye duty periods are equal, and then credited equally to all Red-Eye duty periods until the rig is exhausted.

13. It is further understood that unless otherwise directed at the time of processing, the above rig proration will be the default position for Trip Trade and Giveaway. If a pilot elects to giveaway or keep the entire rig as part of a Trip Trade or Giveaway, the un-rigged pairing will be prohibited from trading in ELITT. The pilot will be alerted that the pairing will be ineligible for ELITT.

J. LANCE CAPTAIN

1. A Lance Captain who flies as a Captain will be paid at the applicable Captain rate. When a Lance Captain flies as a First Officer, he will be paid at the applicable First Officer rate. Captain Qualified First Officers will be paid at Captain rates for Maneuvers Observation, Line Oriented Evaluation, and any other simulator training taken as a Captain. Recurrent ground school, all other training, and all deadheads to and from training will be paid at First Officer rates.
2. All First Officers who have not been offered an upgrade and are outside the window specified in Section 23.M.1.a. of this Agreement, will be paid at Captain rates for all events.

K. TRAINING PAY

1. Line Qualified Pilot
 - a. Except as provided in e., f., and g. below, a pilot already qualified for service on the line when scheduled for training will be paid at the DPM rate. When this training is scheduled on a flying day(s), the pilot will be paid at DPM rate, TFP flown plus deadhead pay as provided in Paragraph 3, or TFP scheduled on such day(s) whichever is greater. Transition and upgrade training are compensated under Paragraph 2 below.
 - b. Any Recurrent or non-Recurrent Ground Training will pay at DPM rate, TFP flown and deadhead pay as provided in Paragraph 3 below, or TFP scheduled on such day(s) whichever is greater.
 - c. A pilot with a bid preference requesting Maximum Pay for his Recurrent Classroom Ground Training or Simulator Training Event will receive DPM rate, TFP flown plus deadhead pay as provided in Paragraph 3 below, or TFP scheduled on such day(s) whichever is greater.
 - d. A pilot with a bid preference requesting Quality of Life and assigned a Recurrent Classroom Ground or Simulator Training Event will be paid in accordance with the following:
 - i. Recurrent Classroom Ground or Simulator Training Event assigned on days of scheduled flying.

- a) The pilot flies part of his pairing, then deadheads to training, completes his training and then deadheads home. The pilot will receive TFP flown plus the greater of the domicile training deadhead pay or deadhead(s) exceeding domicile training deadhead pay (which were not part of the original bid pairing) plus training pay of DPM rate plus domicile training deadhead pay. This is then compared with the scheduled pairing TFP and the pilot is paid whichever is greater.
 - b) The pilot flies part of his pairing, then deadheads to training, completes his training, deadheads to pick up his pairing and flies the remainder of his pairing. The pilot will receive TFP flown plus the greater of the domicile training deadhead pay or deadhead(s) exceeding domicile training deadhead pay (which were not part of the original bid pairing) plus training pay at DPM rate plus the greater of domicile training deadhead pay or deadhead(s) exceeding domicile training deadhead pay (which were not part of the original bid pairing) plus TFP flown. This is then compared with the scheduled pairing TFP and the pilot is paid whichever is greater.
 - c) The pilot deadheads to training, completes his training then deadheads to fly the remainder of his pairing. The pilot will receive domicile training deadhead pay plus training pay at DPM rate plus domicile training deadhead pay or deadhead(s) exceeding domicile training deadhead pay (which were not part of the original bid pairing) plus TFP flown. This is then compared with the scheduled pairing TFP and the pilot is paid whichever is greater.
 - d) The comparisons set forth in this Section 4.K.1.d. shall not include the 6.5 TFP for travel outside the recovery day requirement, provided for in Sections 4.K.1.e and f.
- ii. Recurrent Classroom Ground or Simulator Training Event assigned on days scheduled off or over recovery days.
 - a) The pilot will receive TFP removed from his bid line for the recovery requirement plus TFP Training Scheduling removed from his bid line on the day he is returned to domicile or rejoins his pairing plus deadhead pay (which is not part of the original bid pairing) to return the pilot to his domicile or to rejoin his pairing. This is then compared with the Recurrent Training event pay including the domicile training deadhead pay and the pilot is paid whichever is greater.
 - iii. However, for purpose of computing duty hour rig (DHR), the pilot will be considered to be on duty until such pilot arrives at his RON or domicile as applicable.


- e. If a pilot is assigned (not per pilot's preference or as a result of a trade) a C, D or E simulator period extending his training block beyond the recovery day requirement set forth in Section 23.K., he will be compensated the greater of the Training Deadhead value defined in Section 4.K.3 or six and one-half (6.5) TFP for the travel day beyond the recovery day requirement. Training Scheduling at their discretion may choose to pull an additional recovery day in lieu of paying the additional 6.5 TFP. In all cases, the pilot's average daily compensation during the Training Footprint will be no less than ADG.
- f. If a pilot is required (not per pilot's preference or as a result of a trade) to deadhead a day prior to training, extending the training block beyond the recovery day requirement set forth in Section 23.K., he will be compensated the greater of the Training Deadhead value defined in Section 4.K.3 or six and one-half (6.5) TFP for the travel day. Training Scheduling at their discretion may choose to pull an additional recovery day in lieu of paying the additional 6.5 TFP. In all cases, the pilot's average daily compensation during the Training Footprint will be no less than ADG.

Example: A pilot that preferences Quality of Life deadheads to training on March 10, performs Ground School on the 11th, an MO on the 12th, an LOE and deadheads home on the 13th.

- The Company is required to pull 3 recovery days.
 - The sum of the pay for the 3 training days and the deadhead pay on the actual training day is compared to the trip pulled (3-day trip) and the pilot is paid the greater.
 - The pilot is then paid an additional 6.5 TFP for the travel day that exceeded the recovery day requirement.
 - The trip pull value should be such that the pilot's daily average compensation for the Training Footprint should be no less than ADG.
- g. Distance Learning will pay commensurate with the hours required as follows:
 - i. Three-quarters (.75) TFP for one (1) hour or less
 - ii. One and a half (1.5) TFP for greater than one (1) hour and up two (2) hours
 - iii. Two and one-quarter (2.25) TFP for greater than two (2) hours and up to three (3) hours
 - iv. Three (3.0) TFP for greater than three (3) hours and up to four (4) hours
 - v. Three and three-quarters (3.75) TFP for greater than four (4) hours and up to five (5) hours

- vi. Four and a half (4.5) TFP for greater than five (5) hours and up to six (6) hours
 - vii. Five and one-quarter (5.25) TFP for greater than six (6) hours and up to seven (7) hours
 - viii. Six (6.0) TFP for greater than seven (7) hours and up to eight (8) hours
 - ix. Training over eight (8) hours will pay commensurate with the hourly rates above.
 - h. Events of exceptionally limited training that do not take longer than ten (10) minutes and can be accomplished during the pilot's normal check in period will not be paid.
2. A pilot scheduled for transition, or upgrade training, (classroom or simulator) will be paid for scheduled TFP lost from the pilot's line or DPM rate per training day, during the entire period that such pilot is removed from a bid line, whichever is greater. The pilot will be pulled with pay for any pairings which he is scheduled to fly during breaks in training.
- a. Upgrade, transition or initial Qualification training (International/ETOPS) will pay the greater of trips pulled for an Operational Evaluation (OE) or route qualification or trips flown. All pay rules in Section 4.R. On-Line Schedule Pay that would apply to line flying will apply to OE and route qualification.
 - b. A First Officer receiving captain upgrade IOE (UOE) will be paid the appropriate Captain rate of pay including full rigs for the entire training pairing(s).
3. Deadhead Pay: A pilot will be paid the standard or non-standard trip rate for deadheads to and from his domicile to training as follows:
- a. Non-training Day: A pilot is paid for TFP flown plus deadhead pay or scheduled bid TFP whichever is greater.
 - b. Training Day: A pilot is paid training pay plus applicable deadhead pay.

- c. The one-way domicile training deadhead pay to DAL follows:



Domicile	Trips for Pay
HOU	1.1 TFP
PHX	2.8 TFP
MCO	3.1 TFP
MDW	2.6 TFP
OAK	4.6 TFP
BWI	3.7 TFP
LAS	3.3TFP
ATL	2.5 TFP
DEN	2.2TFP
LAX	4.0 TFP

4. Per Diem will be calculated from one (1) hour prior to scheduled departure from domicile to thirty (30) minutes after scheduled arrival back to domicile, based upon the deadheads as scheduled by the Company. These times will comply with FAR and contractual legalities and will govern unless the pilot notifies the Company that actual travel will be less. Local Training will not pay a per diem rate.
5. The Company will schedule and pay directly for any hotel room and local transportation required. Transportation is normally provided during training. If for some reason it is not, the pilot will be reimbursed for taxi fares when the pilot turns in the receipt to domicile management. Rental cars will not be reimbursed unless specifically authorized.
6. New Hire Pilot: A new hire pilot will be paid a line guarantee as per the following schedule. New hire pilots who start after the first of a bid period will have the line guarantee prorated through the remainder of the bid period based upon the number of days in the bid period.

GUARANTEE CHART

31 Day Bid Period	30 Day Bid Period	28/29 Day Bid Period
89.0 TFP	87.0 TFP	85.0 TFP

- a. New hire training will normally end upon such new hire's completion of Initial Operating Experience (IOE). However, the Company may extend new hire training for up to two (2) weeks following IOE in order that such new hires may

be assigned to fly with a check pilot displacing a qualified line holder. In such event, pay will continue under this paragraph.

- b. A pilot scheduled to complete new hire training subsequent to the beginning of a bid period will not bid a full line of time. New hire pilots will bid a temporary domicile for purposes of this paragraph. Such pilot will be given a schedule for the remainder of the bid period made up of pairings withheld from their temporary domicile. This assigned flying will be made at the time training is completed and the pilot will not be used in a Reserve status. In this case, training pay will be prorated and added to the scheduled flying. The prorated training pay plus the assigned flying pay will not be less than the line guarantee from the Guarantee Chart.
- c. A pilot completing initial training during the middle of the bid period may be offered a personal leave following the completion of training. If the pilot elects to take a personal leave, the line guarantee from the Guarantee Chart will be reduced on a pro rata basis.

L. DEADHEADING

A pilot who is scheduled to deadhead will be paid as if he had flown the flight. A pilot need not perform the deadhead in order to be paid.

A pilot required to deadhead “off-line” will be paid in accordance with Section 4.G. Over-Schedule/Over-Fly.

M. RESERVE PAY

- 1. Reserve lines will be scheduled to pay the same 85/87/89 minimums as the regular lines. Each individual unassigned Reserve RAP will pay six (6.0) TFP. Multi-day reserve blocks will pay a minimum of six (6.0) TFP per Domicile Day or assigned flying plus unassigned reserve RAPs, whichever is greater. Reserve blocks consisting of a single unassigned Reserve day will pay six (6.0) TFP per RAP.
- 2. Reserve RAPs dropped due to overlap will not be paid.
- 3. Reserve Assignments will be paid at full rigs in accordance with Section 4.I.
- 4. If a Reserve gives away a portion of a Reserve assignment, or accepts the removal of a portion of a Reserve assignment from another pilot, the portion of the assignment remaining with the Reserve will be prorated in accordance with Section 4.I.12 and the split duty period, if any, will pay the greater of the prorated pay or six (6.0) TFP unless that Reserve is reassigned. If the Reserve is reassigned during a previously split duty period, a new pairing is created and full rigs apply.

5. A pilot who calls in sick on a Reserve day will have six (6.0) TFP deducted from that pilot's sick bank. If a pilot calls in sick prior to flying his assignment, each day of sick leave will be credited at six (6.0) TFP per day. If a pilot flies any portion of a duty period, the sick leave value will reflect the remaining value for that duty period up to six (6.0) TFP. All future days will pay six (6.0) TFP per day.
6. When a Reserve is assigned a pairing and encounters a cancellation, reassignment, or a Reserve assignment change on the second or subsequent day of the Reserve assignment, Daily Reassignment Pay rules apply for that day. If it is a multiple day pairing and Scheduling elects to reassign the Reserve, Daily Reassignment Pay will apply to the day of the reassignment. All future days will pay as rescheduled. If Scheduling elects to remove the Reserve from the remainder of the pairing, the pilot will not be credited for the remainder of the pairing.
7. If a Reserve checks in with scheduling at the airport and is then released with no flying or deadhead performed, the pilot will be credited five (5.0) TFP. In addition, the pilot will either be released to crew rest or the Flight Duty Period clock will continue in effect from his original report time for any subsequent assignment.
8. A Reserve assigned to a charter shall be credited according to Charter Pay Rules in Paragraph V. of this Section.
9. AM Reserves scheduled to release past 1800 domicile time as defined in Sections 8.E.6.b.i.- iv. will be paid at premium for all flights blocking in later than 1730 domicile time.
10. Reserve RAPs embedded in flying pairings will carry a Reserve guarantee of 6.0 TFP per RAP. THR and ADG will apply to the pairing. If the pilot is assigned to flying on the embedded Reserve RAP, DHR and DPM will apply to the duty period. The pilot will be paid the greater of the TFP flown, DHR, DPM or 6.0 TFP for the Reserve duty.

N. PREMIUM PAY

A pilot who is eligible for Premium Pay under this paragraph will be paid a premium of one and one-half (1.5) TFP for each TFP flown. Paid deadheads are considered TFP flown for purposes of this paragraph. A pilot will be entitled to premium pay in the following circumstances:

1. Reassignment: When a reassignment results in a duty period which actually blocks in later than the originally scheduled block in time, premium pay will be paid for all flights not in the original schedule which block in subsequent to the time that the last flight in the original duty period was scheduled to block in.
2. Move-up on first day of pairing: Any move-up in excess of thirty (30) minutes from a pilot's originally scheduled push time will be paid at premium pay rates for that entire

duty period. Subsequent duty periods will pay premium if moved-up to a report time earlier than originally scheduled. The report time will be adjusted to thirty (30) minutes prior to push for a domestic flight, forty-five (45) minutes prior to push for an international flight, or, if report time is modified per paragraph 5.O.2.a, sixty (60) minutes prior to push for an ETOPS flight, or the time the reroute assignment is made, whichever is later. The following exceptions will not be considered a move-up and will not pay premium:

- a. A pilot's move-up occurs after the pilot's original report time. The pilot will be paid in accordance with the Daily Reassignment Pay rules.
 - b. A pilot is assigned to a delayed flight where the estimated push time is not more than thirty (30) minutes prior to the pilot's original scheduled push time.
3. Move-up on subsequent days of pairing: Any reassignment to an earlier report time will be paid at premium pay rates for that entire duty period and subsequent duty periods if moved-up to a report time earlier than originally scheduled. A move-up may occur during any duty period of a pairing and will be treated as such regardless of how or when the move-up was scheduled.
 4. Add-on: Any reassignment that adds flying to the end of the originally scheduled duty period. Premium pay will be paid for all flights added to the end of scheduled duty.
 5. Unscheduled Overnights: If a reassignment resulted in an unscheduled overnight between originally scheduled adjacent pairings/Reserve blocks, then the pilot will receive DPM in addition to his scheduled pay. The unscheduled overnight will not trigger premium pay for the subsequent scheduled pairing. Normal premium pay rules will apply to individual duty periods.
 6. Pilots on unscheduled overnights due to a domicile closure, where the base remains closed, may, in lieu of waiting for the domicile to open, be offered the opportunity to waive the deadhead obligation back to domicile. The pilot, if offered and he elects to be released, will be provided non-paid must-ride deadheads back to his commuter city. DHR and THR will apply until released in the commuter city.

O. DOUBLE TIME PAY

JA Event: A JA Event is any involuntary assignment or reassignment into an unscheduled overnight which results in a duty period on a scheduled day off. The JA Event will be compensated at two (2.0) times the applicable trip rate or full rigs, whichever is greater. A pilot flying/deadheading on a scheduled day off will be paid a minimum of ADG.

P. GOLDEN DAY OFF (GDO) PAY

If a pilot is assigned any duty period on his GDO, the pilot will receive ADG in addition to all other applicable premium pay.

Refer to Section 6.C.3.g. of this Agreement for Scheduling rules related to usage of Golden Days Off.

Q. JURY DUTY/WITNESS/MEETING

Refer to Sections 2.F and 2.G. of this Agreement for rules and pay requirements related to Jury Duty, Company Witnesses, and Team Meetings.

R. ON-LINE SCHEDULE PAY

1. Daily Reassignment Pay (DRP) is the minimum pay a pilot will receive for each duty period within an awarded pairing. Each duty period will be computed independently. A pilot will be paid the greater of the following:
 - a. Original TFP as awarded (including all applicable premium pay) for that duty period.
 - b. Actual TFP (including all Premium, Double Time, and Over-fly Pay as set forth in Paragraphs N, O, and G) for that duty period.
2. The Company assumes the risk of legality problems which develop from an assigned schedule of flight pairings. A pilot will be paid for assignments removed due to legality adjustments.
3. If a pilot would have been legal and available to fly scheduled flights but is unable to do so due to (a) domicile airport closure, and (b) resulting cancellation of those flights, Daily Reassignment Pay rules apply. In such case, the pilot is expected to contact Scheduling and will be put back on his pairing, or reassigned to another pairing, as soon as practicable.
4. A pilot's duty day that is extended past normal release time for a potential flight assignment and subsequently canceled will be paid an additional 1.0 trip for pay.

S. SCHEDULING ERRORS

Any scheduling error for which a remedy is not specifically set forth in this Agreement will be resolved in accordance with the provisions of Sections 16 and 17.

If a line or pairing is published with a miscalculated TFP total, the pilot(s) awarded or assigned that line or pairing shall be paid the higher of the published or the corrected TFP total.

Awards, which result in double covered pairings, will be paid in full. In such cases, the following procedures apply:

- a. If one pilot had the pairing in question in his line of time, he will fly the pairing. The other pilot will be paid for the pairing as scheduled.
- b. If neither pilot or both pilots had the pairing in their original line of time or acquired the pairing through trip trade or giveaway, the senior pilot has the option of either flying the pairing or not flying the pairing. The pilot not flying the pairing will be paid for the pairing as scheduled.

Improper open time awards will be corrected by Scheduling if such correction is made prior to the award.

All flying placed in Open Time, including charters, will have a pay total stated and the pilot will be paid not less than the posted total.

T. PER DIEM

1. The Company will pay directly for any hotel room and local transportation required.
2. Domestic Per Diem will be calculated as follows:
 - a. A pilot on Reserve or a new hire trainee will not be paid domestic per diem unless he is called out to fly, in which event he will be paid in accordance with Paragraph 2.b. below.
 - b. For a pairing domestic from one (1) hour prior to scheduled departure time from domicile until thirty (30) minutes after either the pairing arrives in domicile, or the scheduled deadhead flight arrives in the appropriate domicile.
 - c. A pilot who is called out to fly other than on a Reserve day will be paid domestic per diem as applicable in Paragraph 2.b., above.
 - d. A pilot required to be out of domicile in the performance of that pilot's duty (i.e., check pilots on duty out of town, and pilots training out of town) will receive domestic per diem from the time they leave the domicile until they return.

3. Domestic Per diem will be paid at the following hourly rate:

Applies to pairings originating on or after 12/1/2016	Applies to pairings originating on or after 1/1/2019
\$2.30	\$2.35

4. Each pilot will receive the amount of domestic per diem as stated in Paragraph 2 above except during vacation, if terminated, suspended or on leave of absence of any kind during the month, in which case domestic per diem will be reduced accordingly.
5. A pilot who works or deadheads on an International flight will receive an International per diem as defined below:

Applies to pairings originating on or after 12/1/2016	Applies to pairings originating on or after 1/1/2019
\$2.80	\$2.85

- a. International per diem will begin at the required report time of the duty period containing International flights and continue until thirty (30) minutes after block in at the termination of the pairing or clearance of customs, whichever is later.

U. BUSINESS EXPENSES – CHARTER AND NON-REVENUE FLYING

Per Diem will be paid as specified in Paragraph T above and included in the Operations Order, or if not specified, at the Captain's discretion, if expense receipts are provided. A Captain will be expected to turn in receipts for all expenses. If a Captain gives expense money to another pilot or flight attendant, the Captain will be expected to inform that pilot or flight attendant of the requirement for receipts. Expenses not substantiated by receipts will be charged back to the Captain or the appropriate pilot.

V. CHARTER PAY

1. Charters and other flying in conjunction with charters (repositions, ferry flights, deadheads, etc.) and other flying including promotional and sightseeing shall be paid or credited at either the rate of one and one-half (1.5) times the applicable trip rate, or full rigs, whichever is greater. All charter flying will pay as scheduled or as flown, whichever is greater. No additional premium will be awarded unless a pilot is on a JA event.
2. Regular line flying flown in conjunction with charters will pay premium rates as stated under Section 4.N. of this Agreement, if applicable.
3. A charter is considered an award in Open Time as per Section 6.B.2. and 6.B.13.d.ii.f). of this Agreement. Once awarded, a charter will pay no less than as originally scheduled.

4. If meals are provided as part of the charter package, a meal will also be provided for each pilot.

W. SCHEDULED SUB SERVICE

1. Scheduled Sub Service (SSS) flights may be scheduled into regular bid lines. SSS flights will pay Premium Pay on legs flown (half time premium in addition to any rig) unless otherwise awarded in the JA process, in which case Double Time Premium applies.
 - a. The Scheduled Sub-Service Premium will not be paid on non-fly events (e.g.: vacation, sick leave, training pulls, fatigue, etc.). The flight must be flown for the premium to apply.

X. PAY CHECKS

The Company will provide for direct deposit of payroll checks to any bank capable of accepting electronic funds transfer from the Company depository bank.

Y. DRUG/ALCOHOL TESTING

If a pilot is selected for random testing while such pilot is on duty, the pilot's duty time will be extended by an additional thirty (30) minutes or the actual completion of testing, whichever is the later. In no case will the time exceed more than one and one half (1:30) hours from block in. Should the Company be required to test a pilot on his day off, he will be paid DPM.

Z. PAY FOR ACCRUED VACATIONS

1. A pilot who has credited service with the Company of twelve (12) months or longer and resigns with two (2) weeks or more notice or is furloughed by the Company due to reduction in force, will receive pay at the applicable rate as of such date for all vacation accrued and unused to the date of resignation or furlough.
2. For pilots with less than one (1) year of credited service, all vacations accrued as of December 31 will be paid on the basis of one and one-sixth (1 1/6) days per month. Fifteen (15) days or more of service in a calendar month will be considered a full month, and less than fifteen (15) days will not be considered.
3. Pilots terminated for cause will not be paid accrued vacations.

AA. VACATION PAY

1. A pilot, while on vacation, will be paid for all TFP lost from his bid line, or three and three-quarters (3.75) TFP per day (i.e. twenty-six and one-quarter (26.25) TFP per week of vacation), whichever is greater. Floating Vacation weeks will pay twenty-six

and one-quarter (26.25) TFP (straight pay) regardless of TFP pulled. If a pilot notifies the Company no later than ten (10) calendar days prior to the next pay day, he will be paid on the next pay day. Pay will be at the rates in this Agreement applicable to the pilot's status.

2. Month to Month Vacation Overlap

Any vacation period which falls during a month to month overlap (i.e., vacation begins in one month and ends in the following month) will be paid in the following manner:

- a. The pilot's vacation period will be reviewed by the Company for legality. The Company will only pull the minimum number of trips that would have made the pilot legal. The pilot will be paid only for trips which could have been legally flown during the vacation period.
 - b. During the vacation overlap resolution period, a pilot can tell the Company which month's trips to drop to minimize trip loss for legality purposes. If the pilot fails to notify the Company of his preference, the Company will pull the trips from the lead-out month to minimize trip loss for legality purposes.
3. All vacations bid separately will result in pay being computed separately.
 4. For the purpose of computing Duty Hour Rig (DHR), the pilot will be considered on duty until such pilot returns to domicile. The DHR calculation will be applied to the pairing at the time the vacation overlap split is made.

BB. ENGINE TEST RUNS/REPOSITIONS

Any on-duty pilot that complies with a request to perform an engine test run or reposition an aircraft, shall be compensated one (1.0) TFP in addition to their scheduled TFP for that day. Such duties are at the pilot's option. The pilot and Scheduling will coordinate these events, which will be documented in Crew Management System (CMS) to ensure that these duties do not result in an illegality. Pilots will not perform these duties until this has been accomplished. Pilots should call Scheduling at the completion of the event to ensure the release time is accurately reflected in the CMS.



Refer to Section 5.D.2.[k](#). of this Agreement for Scheduling rules related to additional ground duties.

CC. GROUND TRANSPORTATION

Ground transportation, other than normally scheduled hotel transportation, will be paid as follows:

1. Travel time will be paid at the rate of one (1) trip for the first 2+00 and an additional one-tenth (0.10) trip for each six (6) minutes block over 2+00. Partial blocks will not be paid.

MINUTES BEYOND 2+00	Trips for Pay
0 – 5	0.0
6 – 11	0.1
12 – 17	0.2
18 – 23	0.3
24 – 29	0.4
30 – 35	0.5
36 – 41	0.6
42 – 47	0.7
48 – 53	0.8
54 – 59	0.9
60 – 65	1.0

2. The travel time will start when the aircraft is blocked into the gate and will end with the arrival at the airport or the destination hotel. When ground transportation is required prior to the beginning of a flying day, the travel time will start when the crew is picked up at the departure hotel and stop when the crew arrives at the airport or thirty (30) minutes prior to push time, whichever is later. Pilots should call Scheduling at the completion of the ground transportation to verify the travel time, at which time Scheduling will make the pay adjustments.
3. This Section does not allow the Company to use ground transportation between city pairs as a scheduling tool to construct crew pairings. Ground transportation between city pairs may only be used as a last resort. This paragraph is not applicable to charter flying.

DD. CHECK FLIGHTS

1. Check Flights are considered new pairings and full rigs apply.
2. If, at the time of assignment/award, an aircraft requires a check flight, Scheduling will assign the pilot two (2) check flights. The pilot will be responsible for completing the initial check flight and a subsequent check flight for the same aircraft if that aircraft requires additional testing.

3. Under no circumstance will the pilot be responsible for check flights exceeding a normal duty day.
4. When a Check Pilot is required for a Check Flight, the Check Pilot on the Open Time Alert list will be notified prior to calling Check Pilot not on a list. In situations not requiring a Check Pilot, the Check Flight will be covered using normal open time procedures.

EE. HOLIDAY PAY

1. Pilots will be paid either one and one-half (1.5) times, or double time (2.0) on a JA Event, for the value of the day (including full rigs) for the following holidays: Thanksgiving Day, Christmas Day, and New Year's Day.
2. If full rigs apply to a single day pairing on a holiday, the pilot will be paid the greater of one and one-half (1.5) times (or double time (2.0) on a JA Event) of legs flown, DPM, DHR, or ADG.
3. If full rigs apply to a multi-day pairing, the pilot will be paid the greater of one and one-half (1.5) times (or double time (2.0) on JA events) of legs flown, DPM, or DHR. For holiday pay purposes, ADG and THR are not included in the pay calculation.
4. If a pairing has prorated pay on the holiday and is covered through any process other than POT/SNOT-P and JA, the pilot is paid one and one-half (1.5) times (or double time (2.0) on JA events) of the value of the duty period. There is no minimum holiday pay for a prorated duty period. For the purposes of pairings awarded in MOT, DOT and HOT, the premium is applied to the greater of the DHR value or legs flown on the holiday.
5. Reserves who are assigned will receive the greater of time and a half (1.5) of flights flown or an additional three (3.0) TFP. Reserves that are not assigned a pairing on these holidays will be credited with an additional three (3.0) TFP.
6. A pilot will be paid holiday pay for the greater of the scheduled or flown TFP on a holiday. A pilot will not be paid less than originally scheduled based on a reassignment.
7. Holiday pay is not paid on non-fly events. The pilot must fly or be on Reserve to receive the holiday pay. Should a pairing cancel, it will be paid in accordance with Section 4.M.6 above.

FF. OVERRIDES

1. Red Eye flights, excluding Charters, will pay an override of three percent (3.0 %) of the leg credit. The override will apply to deadheads. Red Eye overrides will pay in addition to any other overrides. For pay purposes only, the override will apply to flights that are scheduled and/or operate at any time between 0100 and 0400 inclusive, pairing domicile time.
2. International flights requiring a Special Airport Qualification (SAQ) and/or ETOPS flights, as outlined in the Flight Ops Manual (or its equivalent), will pay an override of five percent (5.0 %) of the leg credit. Flight Operations may modify the flying designated within the EBG or International Domiciles. Deadheads are excluded from the override.
3. Non-domestic flights not identified as an SAQ will pay an override of three percent (3.0 %) of the leg credit. Deadheads are excluded from the override.
4. The overrides described above will be paid as follows:
 - a. The overrides will not be paid on non-fly events (e.g.: vacation, sick leave, training pulls, fatigue, etc.). The flight must be flown for the override to apply.
 - b. The overrides will be calculated based on the straight time value of the leg flown, regardless of how the pairing is awarded/assigned.
 - c. The overrides will pay above the pairing credit (including any applicable rigs).

GG. FATIGUE PAY

1. When a pilot is unable to complete some portion of an assigned pairing due to fatigue, pay for the original assignment is guaranteed.
2. Any flying or deadheads actually performed either before the fatigue call or after the recovery shall be paid with prorated rigs, if applicable, plus any premium, if applicable. Actual pay for the pairing will be compared to the original value of the pairing (with rig) minus the premium of any original legs not operated (to include deadheads). The pilot will be paid the greater of the two.
3. Deadheads (as part of the recovery plan) shall be paid at straight pay.
4. If the pilot is pulled for fatigue and returned to domicile at the end of a pairing, he shall be paid for the deadhead to return to domicile plus applicable DHR/THR.

SECTION 5: PILOT SCHEDULING AND WORK RULES

A. BIDDING MONTHLY LINE FLYING

1. The monthly schedule of flying will be awarded in domicile to pilots according to seniority.
2. Any First Officer may designate up to three (3) employee numbers that he chooses to avoid on his monthly first round bid. If a First Officer would be awarded a line which causes him to fly with any of the listed employee numbers, he will receive the next bid line his seniority will allow. This does not apply to Reserve line or blank line bidding in the first round or bidding for Vacation Relief lines in the second round.
3. New hire pilots will not be awarded or assigned a Reserve line or blank line for the first full bid period after initial training is completed.
4. The Company will make available a mutually agreed upon Crew Web Access based bid sort program, which provides monthly and standing bidding capabilities for all rounds of bidding. The VP of Flight Operations may approve outside vendors to provide bid sort programs for pilot input of monthly bids.
5. The Company will make provisions for a mutually agreed upon backup bidding procedure in the event that the primary system fails.
6. In the event that the Company-provided bidding system fails, the Company will work with SWAPA to ensure that every pilot has the opportunity to bid. Bidding will not close until both SWAPA and the Company are satisfied that every pilot has had the legitimate opportunity to bid. Bidding programs other than the ones supplied by the Company may be used but only at a pilot's own risk. A bid receipt generated by an approved third party bid sort program shall be considered as a legal bid. It is each pilot's responsibility to allow plenty of time for bidding within the defined period.
7. To support ETOPS flying, an ETOPS Bid Group (EBG) will be created within a domicile(s). The EBG will be used for Vacancy and Line Bidding purposes. After the line award processes, the EBG will have the same rights as all pilots within the domicile, unless specifically addressed elsewhere in this Agreement.
 - a. An ETOPS bid category will be created in the Vacancy process. Pilots awarded the ETOPS bid category will make up the EBG.
 - b. No later than the fourth bid period following the initiation of the EBG within a domicile, the EBG shall be a minimum of fifty (50) pilots in each seat or fifty percent (50%) of pilots in each seat, whichever is smaller. Until the entire domicile is ETOPS Qualified, in no case will the EBG be staffed with fewer pilots in each seat than one hundred fifty percent (150%) of all ETOPS hard and

Reserve first round lines. Once the percentage of pilots in an EBG exceeds sixty percent (60%) the entire domicile shall be ETOPS qualified.

- c. The Company will have two (2) bid periods to train pilots entering the EBG. ETOPS lines will only be awarded to ETOPS qualified Pilots assigned to the EBG within a domicile. EBG Pilots not scheduled to begin ETOPS training prior their first EBG bid period will bid from the non ETOPS lines in the same domicile for that bid period.
 - d. ETOPS lines may include ETOPS, near-international, and domestic pairings.
 - e. A pilot within an EBG may be awarded a non ETOPS line unless the number of ETOPS lines remaining is equal to the number of ETOPS qualified pilots in the EBG yet to be awarded.
 - f. Qualifications and currency will be based on the Flight Operations Manual.
8. The Company may establish an International Domicile in one or more domiciles. The entire domicile(s) will be designated as International. If required, the Company will have two (2) bid periods to train pilots entering the International Domicile.
- a. Only pilots assigned to an International Domicile may be assigned/awarded flying requiring Special Airport Qualifications (SAQ).
 - b. The list of stations designated as SAQ will be published by the Company in the Flight Operations Manual (or its equivalent).

B. BIDDING BLANK LINE FLYING

All blank lines will be posted not later than the seventeenth (17th) of the month and closed not later than the nineteenth (19th) of the month. Blank lines will be bid based on the seniority of the line number awarded in the first round bid. The pilot awarded the lowest line number in the first round bid will be the senior bidder in the second round.

C. TIME LINE OF SCHEDULING EVENTS

- 1. Monthly bid lines will be posted for bid on the fourth (4th) day of the previous month. Bids will close on the ninth (9th) of each month. All events occur at 1200 CT except as otherwise listed. The following time line will be adhered to:
- 2. The Company will post all bid results electronically via SWALife/CWA and at all domicile lounges and SWAPA offices no later than 1200 the first day after closing. Line awards are final at 1200 the second day after posting. Bid results are final when the protest period ends or when the protest is resolved, whichever occurs last.

3. Any protest which changes the bid results will be corrected and the new bid results posted electronically via SWALife/CWA and at all domicile lounges and SWAPA offices.

Protest procedures will include the following elements:

- a. The pilot will:
 - i. Notify Crew Planning via telephone; and
 - ii. Provide Crew Planning with a copy of the bid receipt. If the protesting pilot does not have a bid receipt, the Company will attempt to verify and retrieve his bid by means of his employee number.
- b. The Company will:
 - i. Determine the validity of the protest;
 - ii. Notify all pilots in the affected bid category of the protest in progress;
 - iii. Notify all pilots in the affected bid category of the results of protest; and
 - iv. Record all calls to Crew Planning to document that a protest has been filed

Current Date(s)	Task
4th @ 1200	Training Schedule Posted
"	TGDO/ Training Preference
"	Post Monthly Line Bids
9th @ 1200	Close/Award Line Bids
10th @ 1200	Post Line Bid Award Results
"	Begin Line Bid Protest Period
11th @ 1200	Line Bid Protest Ends
"	Pilot VA OV Election for "Fly All" Preference Due
"	Company/Pilot Month to Month Overlap
"	TGDO/ Training Preferences Close
"	Begin Recurrent Training Assignment
"	Hard Line Holders Not Scheduled for Training Begin Trades After Line Assignments in CMS
13th @ 1200	Pilot VA OV Election Final/VA Slides
"	Company Month to Month Overlap Ends
15th @ 1200	Pilot Month to Month Overlap Adjustment Period Ends
17th @ 1200	Post Blank Lines
"	Preliminary Training Awards Posted
"	OTP Posted
"	Hard Line Holders Scheduled for Training Begin Trades at 1200 Or When Training Is Posted
"	Blank Line TDGO/Training Preferences Open
18th @ 1200	MOT Posted
19th @ 1200	Blank Lines Close/Award
"	Blank Line Protest Period Begins
20th @ 1200	Blank Line Award Final/Protest Period Ends
"	Blank Line Company/Pilot Month to Month Overlap
"	Blank Line Pilot VA OV Election for "Fly All" Preference Due
"	Blank Line Holders Not Scheduled for Training Begin Trades After Line Assignments in CMS
21st @ 1200	Company Blank Line Month to Month Overlap Ends
"	Blank Line TDGO/Training Preferences Close
"	Begin Blank Line Recurrent Training Assignments
22nd @ 1200	Blank Line VA OV Election Final/VA Slides
"	Blank Line Pilot Month to Month Overlap Ends
23rd @ 1700	Final Training Awards Posted
"	Blank Line Holders Scheduled for Training Begin Trades at 1700 or When Training Is Posted
24th @ 1200	OTP Closes
"	MOT Award Closed
25th @ 0700	MOT Award Posted
25th	ELITT Opens (varies by domicile) * See Section 7.B.12 for Thanksgiving & Xmas.

D. RULES GOVERNING FLOWS, DUTY TIME, CREW REST, AND LINES OF TIME

1. A pilot is on duty commencing when a pilot is required to report for duty and ending thirty (30) minutes after block in of the last flight or when released from duty, whichever occurs last.
2. The time that a pilot is on duty will run continuously unless broken by a legal rest period free from all duty with the Company. A pilot will have a legal rest period from thirty (30) minutes after block in until they are required to report for duty after legal crew rest. Except in the case of station closure or evacuation, once in crew rest a pilot may not be called back out until the completion of crew rest.
 - a. To provide crew rest, Scheduling may not call a pilot if the call may reasonably be expected to disturb the pilot's normal rest, considering both the preceding and following duty period. Scheduling must ensure that no contact violates the necessity for a pilot to receive eight (8) hours of uninterrupted sleep opportunity at the rest facility (FAR 117.25.f). If the Company has not notified the pilot for rest reasons, he will be notified two (2) hours prior to the new departure time.
 - b. In the event that Scheduling reassigns a pilot, the pilot's original report time will not change if Scheduling fails to notify the pilot at least one and one-half (1.5) hours prior to the pilot's original report or new push time whichever is earlier.
 - c. A pilot contacted for reassignment/schedule change during crew rest will only be contacted verbally via the pilot's hotel room number or cell phone contact number listed in CWA. Scheduling may only call a pilot's hotel room twice and cell phone once if attempting to contact the pilot for reassignment notification. A phone call from Scheduling will not be considered an interruption of crew rest unless the pilot advises the Company that his rest has been interrupted.
 - d. A pilot may be contacted at any time for a personal emergency or as required as part of the voluntary open time award process.
 - e. The Company and SWAPA agree to negotiate and mutually agree upon work rules as they relate to augmented crew operations prior to initiation of augmented international or domestic service.

- f. For a Flight Duty Period (FDP) Scheduled Time of Start, the time zone is based on the domicile of the pairing and applies for the duration of the pairing unless the pilot becomes acclimated to a new theater as defined in FAR 117.3. A pilot will be scheduled in accordance with the more restrictive of the Contractual Duty Period Chart or Table B to Part 117 listed below:

Contractual Duty Period Chart

Report Time	Maximum Duty Period Scheduled	Maximum Duty Period Actual
0200-0359	10 Hours	12 Hours
0400-0559	12 Hours	14 Hours
0600-1059	13 Hours	15 Hours
1100-1459	12 Hours	14 Hours
1500-1959	11 Hours	13 Hours
2000-0159	9 Hours	11 Hours

Note: Duty Period is report time until release time.

Table B (Part 117)**

Scheduled Time of Start (Acclimated Time)	Maximum Flight Duty Period (hours) for Line holders Based on Number of Flight Segments						
	1	2	3	4	5	6	7+
0000-0359	9.0	9.0	9.0	9.0	9.0	9.0	9.0
0400-0459	10.0	10.0	10.0	10.0	9.0	9.0	9.0
0500-0559	12.0	12.0	12.0	12.0	11.5	11.0	10.5
0600-0659	13.0	13.0	12.0	12.0	11.5	11.0	10.5
0700-1159	14.0	14.0	13.0	13.0	12.5	12.0	11.5
1200-1259	13.0	13.0	13.0	13.0	12.5	12.0	11.5
1300-1659	12.0	12.0	12.0	12.0	11.5	11.0	10.5
1700-2159	12.0	12.0	11.0	11.0	10.0	9.0	9.0
2200-2259	11.0	11.0	10.0	10.0	9.0	9.0	9.0
2300-2359	10.0	10.0	10.0	9.0	9.0	9.0	9.0

Note: FDP starts at report time and ends when the aircraft is parked after the last flight and there is no intention for further aircraft movement by the same flight crew member.

Table B of FAR Part 117 is included here for reference only and is not part of the CBA. If the FAA modifies the interpretation of FAR 117, the above reference will be accordingly modified to reflect FAA changes. Per FAR 117, debrief time and deadheads at the end of a duty period are not part of the Table B FDP calculation.

In accordance with FAR 117.19, should unforeseen operational circumstances arise prior to takeoff, the pilot in command and the certificate holder may extend the maximum FDP permitted in Table B up to two (2) hours. The pilot's duty may not exceed the Maximum Duty Period Actual in the Contractual Duty Period Chart. An FDP extension of more than thirty (30) minutes may only occur once between intervening thirty (30) hour rest periods. The limits in Section 5.D.2.l. below do not apply to reassignments and/or add-ons as defined in this Agreement.

- g. A pilot will report, in a timely manner, any crew rest issue to the Company, including delay with ground transportation or hotel room availability that results in less than eight (8) hours of sleep opportunity. If an issue is reported, the Company will reschedule the report time in order to provide an adequate rest opportunity for the pilot to be fit for duty as determined by the pilot.
- h. A reassignment will not be scheduled to exceed the more restrictive of the Maximum Duty Period Scheduled as set forth in the Contractual Duty Period Chart or Table B (including any PIC and certificate holder mutually agreed FAR 117 extensions). The limits in Section 5.D.2.l. do not apply to reassignments. Except as provided in Section 5.D.2.i., when the Maximum Duty Period Actual from the Contractual Duty Period Chart or the Table B limits (including any PIC and certificate holder mutually agreed FAR 117 extensions) are reached, the pilot will be put into crew rest.
- i. Deadheading
 - i. Deadhead time will be included in contractual duty time calculations listed in the Contractual Duty Period Chart above. Deadheads at the end of a duty period are not included in FDP calculations in Table B.
 - ii. A deadhead may not be performed during any rest period required by these contractual rules, except in the case of a station closure or evacuation. Rest periods less than nine (9) hours will be considered continuous duty and DHR will apply.
 - iii. Deadheads at the end of a duty period (other than at the end of a pairing) may be scheduled to exceed the Maximum Duty Period Actual limit from the Contractual Duty Period Chart during irregular operations, not to exceed one (1) hour.

- iv. Deadheads at the end of a pairing may be scheduled to exceed duty period maximums during irregular operations to return a crew to the domicile. If the deadhead(s), at the end of a pairing terminates later than one (1) hour past the duty period maximum to return the pilot to the domicile, the pilot may elect to overnight at the outstation. Crew Scheduling will normally schedule the pilot to deadhead back to domicile to avoid the unscheduled overnight. If the pilot does not desire to deadhead back to domicile, it is the responsibility of the pilot to notify Crew Scheduling that he will overnight at the outstation instead of deadheading back to domicile. The pilot is then required to overnight at the outstation and may call Scheduling the following day and request release from the deadhead(s) back to domicile.
- v. Deadheads performed at the end of a pairing for the purpose of returning a pilot to the domicile will be scheduled on the flight with the earliest scheduled arrival. Pilots on overnights will be scheduled to deadhead on the flight with the earliest scheduled arrival after contractual or FAR crew rest, whichever is greater.
- vi. For an unscheduled overnight, the Rest Period may be reduced to nine (9) hours prior to a deadhead only duty period with the concurrence of the pilot. In such cases, DHR will not run continuously because of a reduction in crew rest below ten (10) hours.

j. Fatigue

- i. Notwithstanding the chart in 5.D.2.f., a pilot on-line may declare himself fatigued for a flight duty period at any time during a pairing in the interest of safety. If the FDP has not yet begun, the Pilot must attempt to get legal rest prior to declaring himself fatigued. Should a pilot on-line declare that he cannot affirmatively state he is fit for duty in accordance with FAR 117.5.d. due to fatigue, the pilot will be treated as fatigued and removed from flying., In cases of fatigue described above, the Company will work with the pilot to get him back on his pairing as quickly and efficiently as possible after the pilot is sufficiently rested.
- ii. The pilot will be left in a paid status at the time he is pulled fatigued in accordance with Section 4.GG. The pilot is encouraged to submit a Fatigue Worksheet within one (1) week of the fatigue incident. The pilot will not be required to contact his Chief Pilot, nor questioned by the Company at the time of the fatigue call. Declaring fatigue will not result in any disciplinary action.

- iii. Should instances arise where fatigue is reported prior to the start of the pairing due to an operational event the day prior (e.g. the last duty period of the pairing the day prior ran late) the facts related to the fatigue call will be evaluated by the individual's Chief Pilot and a final determination will be made regarding the manner in which the pilot will be compensated.

k. Ground Duties

When a pilot is requested to perform ground duties, the pilot will verify with Scheduling that the extension of duty will not result in an illegality. The pilot should notify Scheduling at the completion of the ground duties. The release time will be adjusted to end thirty (30) minutes after the completion of the ground duties.

l. Contractual Scheduling Limits:

The following contractual limits are used to determine the scheduling legality, excluding reassignments, add-ons, Jetway Trades, Last Resort Flying (Section 5.P.3) and Reserve assignments. Original pairings may exceed the Maximum Scheduled Daily Block time Limits in 5.D.2.1.ii. below and one and one half (1.5) hours less than the max FDP in Table B in 5.D.2.f. After award, these contractual Scheduling Limits may be exceeded due to operational reasons up to the FAR limits. Modified pairings may be built or include projected times that may cause the pairing not to comply with the Contractual Scheduling Limits. When this occurs, the pairing will be awarded without regard to the 5.D.2.1. Contractual Schedule Limits contained in the pairing.

i. Flight Duty Period Cumulative Limits

Days from Day of Operation (Includes current day)	Flight Duty Period Limit in 168 hours
1-2	58
3-4	57
5-6	56
7 or more	55

Days from Day of Operation (Includes current day)	Flight Duty Period Limit in 672 hours
1-2	188
3-4	187
5-6	186
7-9	185
10-12	184
13-15	183
16 or more	182

The Days from Operation in the cumulative FDP Limits tables start counting from the current Domicile Day of the transaction. (e.g., at 2300 Monday a pilot bids for a pairing on Wednesday at 0700; the pilot would enter the above charts at day three (3).)

ii. Maximum Scheduled Block Time Limits

Maximum Scheduled Block Time Limits			
Time of Report (Acclimated)	Maximum Scheduled Daily Block Time	Maximum Scheduled Block Time in 672 hours	Maximum Scheduled Block Time in 365 Days
0000-0459	7:30	98:30	998
0500-1959	8:30		
2000-2359	7:30		

iii. Contractual Duty Periods and FDPs are limited to the more restrictive of:

Maximum Duty Period Scheduled in Contractual Duty Period Chart;

or

One and one half (1.5) hours less than the maximum FDP in Table B in 5.D.2.f.

iv. A pilot is required to receive eleven (11) hours of rest anytime the pilot has not yet completed the duty period immediately prior to a required eleven (11) hour rest period. Once the rest period has begun, the eleven (11) hour rest period may be reduced to ten (10) hours. Rest periods prior to Reserve blocks will be scheduled in accordance with Section 8.E.

- v. A pilot is required to receive thirty-one (31) hours of continuous rest in a one hundred sixty-eight (168) hour period (as required) anytime the pilot has not yet completed the duty period immediately prior to a required thirty-one (31) hour rest period. Once the rest period has begun, the thirty-one (31) hour rest period may be reduced to thirty (30) hours. Rest periods prior to Reserve blocks will be scheduled in accordance with Section 8.E.

m. FAR 117 Legalities

FAR Legalities Table A		
DAILY BLOCK:	TIME OF REPORT	MAXIMUM
	(Acclimated)	BLOCK
	0000-0459	8:00
	0500-1959	9:00
	2000-2359	8:00
CUMULATIVE BLOCK:	ROLLING 672 HOURS 100 hours	ROLLING 365 DAYS 1000 hours
DAILY FDP:	FAR 117 TABLE B	
CUMULATIVE FDP:	ROLLING 168 HOURS 60 hours	ROLLING 672 HOURS 190 hours
DAILY REST:	10 Hours (release to report)	
CUMULATIVE REST:	30 Hours continuous in rolling 168 hours (release to report)	

Table A of FAR Part 117 is included here for reference only and is not part of the CBA. If the FAA modifies the interpretation of FAR 117, the above reference will be accordingly modified to reflect FAA changes.

E. BID LINE PARAMETERS

1. The bid totals will only include trips scheduled during that bid period. The scheduled TFP of any bid line will not exceed fifteen (15) times the domicile average duty period density (including vacation relief lines). The provisions of this paragraph will apply individually to the schedule written for each aircraft type within each domicile within the system. For the purposes of Section 5.E., Holiday Pay, Scheduled Sub Service premium, and overrides will not be applied.

2. A maximum of fifteen (15) Domicile days of duty will be scheduled in every line of time except Reserve lines. The following average workday limits will apply system wide to all first round hard lines:

Domicile Days in the Month	Workday Limit
31	13.45
30	13.00
29	12.55
28	12.10

For any pairing that contains one (1) or more Red Eye duty periods and spans a number of Domicile days in excess of the number of duty periods, only the number of actual duty periods will be included in the calculation of the workday limit.

3. Domicile average bid line block hours will not exceed seventy-seven (77) hours in a twenty-eight (28) day bid period, seventy-nine (79) hours in a twenty-nine (29) day bid period, eighty-one (81) hours in a thirty (30) day bid period, and eighty-three (83) hours in a thirty-one (31) day bid period.
4. During four (4) bid periods per year, the Company may exceed the workday limits and/or block hour averages with the following restrictions:
- Workday limits: During two (2) of the four (4) bid periods, the workday limit may be exceeded by up to one hundred seventy-five one-thousandths (.175) of a workday. During the other two (2) bid periods, the workday limit may be exceeded by up to seventy-five thousands (0.075) of a workday.
 - Block Hour Average limits: During two (2) of the four (4) bid periods, the block hour average limit may be exceeded by up to one (1) hour. During the other two (2) bid periods, the block hour average limit may be exceeded by up to one-half (.5) hour.
5. No individual bid line will exceed ninety-five (95) hours of block time per month.
6. The Company will build lines with no less than eleven (11) hours crew rest between duty periods in domicile and construct pairings with no less than eleven (11) hours crew rest between duty periods.
7. Blocks of working days are to be scheduled together so as to avoid having single days off interspersed with working days and vice versa. A minimum of three (3) days off between three (3) or more day blocks of flying is required. Blocks or successive days of flying will not exceed four (4) days. The Company will build pure AM/PM first round lines.

8. The monthly schedule of flying will consist of all scheduled on-line pairings planned at the time the schedule is submitted for bid except to provide a pool of pairings placed in Open Time.

The Company may withhold pairings from Open Time for the following reasons:

- a. In order to provide pairings for new hire First Officers who are not projected to complete initial training prior to the beginning of a bid period. Only a sufficient number of pairings to cover the projected partial bid periods of new hire flying may be withheld. (Every effort will be made by the Company to withhold three (3) or four (4) day weekend pairings to the extent that withholding such pairings does not prevent writing efficient temporary lines). These pairings will not be placed in open time for bid unless changes in scheduled training completion leave them uncovered by a new hire pilot.
 - b. To provide pairings for full-time Chief/Assistant Chief or members of the Association on full time trip pull status. These pairings will be assigned unless available in MOT or DOT. Flying will be limited to two (2) Chief/Assistant Chief Pilots per domicile per month.
 - c. From one (1) year from implementation of service, flying requiring ETOPS, each new station requiring Supervised Airport Qualification or other flying requiring specific training may be withheld from bid lines and Open Time to facilitate such training.
9. Charters will not be placed in the monthly bid lines without the agreement of the Association.
 10. The line total average between domiciles shall be maintained within three (3.0) TFP. Additionally, average duty period pay density will be maintained within five percent (5%) between all domiciles.
 11. The Company will provide the appropriate information including number of days off, time away from base, block time, number of days worked for pay, number of TFP and carry out pay associated with each bid line. In addition, the bid lines will show calendar day/dates, trip pairing numbers, trip pairing pay, scheduled layover cities, first scheduled departure time and final scheduled arrival time, stations requiring Special Airport Qualifications and any other agreed upon information. ETOPS pairings and lines will be identified in the bid packet. This data will be incorporated into the Crew Web Access based bid sort program referred to in Section 5.A.4. of this Agreement.
 12. Reserve Lines: The number of Reserve lines in each bid category will be equal to a minimum of eight percent (8%) of the first round hard lines of time and will be posted for bid in the first round. One hundred percent (100%) of the required Reserve lines will be posted for bid in the first round. Embedded Reserve RAPs do not count

toward the eight percent (8%) minimum. Reserve lines will be built with no more than sixteen (16) Reserve days per line in a thirty-one (31) day bid period, no more than fifteen (15) Reserve days in a twenty-nine (29) or thirty (30) day bid period and no more than fourteen (14) reserve days in a twenty-eight (28) day bid period. Blocks of Reserve will not exceed four (4) days. A minimum of three (3) days off between three (3) or more day blocks of Reserve is required. Reserve lines may be built with a carryout block just as a regular line.

13. The Company will write ETOPS hard lines to target a fifty percent (50%) pairing mix of ETOPS/Non-ETOPS flying in the first round bidding process.
 - a. Each ETOPS hard line will contain at least one ETOPS pairing.
 - b. A pilot within an EBG may be awarded a line with no ETOPS flying.
 - c. ETOPS pairings and lines will be identified in the bid packet.

F. BLANK LINES

In the first round the number of blank lines in each bid category will be equal to a minimum of one hundred percent (100%) of the vacation man months plus any Reserve lines over the eight percent (8%) minimum. The number of ETOPS blank lines will be equal to a minimum of one hundred percent (100%) of the vacation man months in the EBG plus any reserves over the eight percent (8%) minimum in the domicile. In the second round the blank lines will be separated into vacation relief, Reserve and mixed lines. Mixed lines will contain Reserve blocks and pairings. Based on the pairing inventory, the Company will make every effort to build pure AM/PM blank lines. ETOPS vacation relief lines may consist of an ETOPS pairing mix from zero percent (0%) to one hundred percent (100%).

G. SCHEDULE QUALITY

1. Pairings built during the pairing construction process will not exceed a System wide average pairing length of three (3.0) duty periods.
2. The System-wide Pairing Mix will consist of:
 - a. Minimum one (1) day pairings equal to or greater than five percent (5%) of pairings;
 - b. Minimum two (2) day pairings equal to or greater than five percent (5%) of pairings;
 - c. Minimum three (3) day pairings equal to or greater than fifty-five percent (55%) of pairings; and

- d. Maximum four (4) day pairings equal to or less than twenty percent (20%) of pairings.

H. SCHEDULING COMMITTEE AND DATA ACCESS

1. Upon written request from the Association, the Company will make available on a monthly basis reasonable compensation and crew scheduling data/statistics including those in the data warehouse, provided that such data/statistics exist.
2. The Company will accept written suggestions from the Association as to the priority to be placed on controllable variables used in the generation of lines of time (trip type mix, am/pm mix, equality of days off, etc.). The Company will follow these priorities and allow the Association's Scheduling Committee to participate in the generation of lines of time, to the extent that following the priorities and allowing such participation does not generate additional credit pay costs or require additional staffing.
3. Upon request from the Association, Crew Planning and members of the Association will partner to produce DPOS solutions based on previous schedules using parameters defined by the Association for evaluation purposes. Crew Planning resources will be assigned to run the DPOS solutions. Results of these runs will be independent. Members of Crew Planning and the Scheduling Committee will meet to evaluate the results. On an annual basis, the Association may request a DPOS review session, intended to cover basic functionality and system parameters, at no cost to the Association.

I. MONTHLY OVERLAP CORRECTION

A Month to Month Overlap occurs when 5.D.2.1. limits are exceeded at the time line awards are loaded in the Crew Management System. In the event that a pilot is illegal due to overlap from one bid period to the next, the resultant pairings pulled to resolve the overlap are not required to remain in the original domicile. The following rules will apply with the Company and the pilot's correction time frame beginning simultaneously.

1. Scheduling Correction

The Company will have forty-eight (48) hours from the end of the protest period to electronically post the overlap correction to each pilot's illegality.

The "Lead Out" Pairing is the pairing that begins in the current bid period and extends into the next bid period.

The "Lead In" Pairing is the pairing that begins in the new bid period.

2. Overlap Adjustments

- a. All Month to Month Overlap adjustments must comply with Section 5.D.2.1. If the Company makes an adjustment to the lead-out pairing within the current bid

period, Daily Reassignment Pay rules apply. If the value of the flying plus the deadhead(s) exceeds the original value, the deadhead(s) will be paid.

- b. Pairings modified by the Company in the new month and returned to the pilot to resolve an overlap illegality will be subject to Duty Hour Ratio (DHR).
- c. If the cumulative value of all deadhead(s) in the overlap solution to rejoin the pairing(s) and/or return to domicile exceed two (2.0) TFP, the TFP value of all deadhead(s) will be paid.
- d. Unpaid deadhead(s) included in any duty period will be paid up to the point that the duty period receives a value of five (5.0) TFP.
- e. If the value of the DHR calculation exceeds the value of the flying and deadhead value on the day, the deadhead(s) will be paid.
- f. A pairing that contains scheduled ground time in excess of twenty-four (24) hours that was not in the original pairing will be credited five (5.0) TFP for such ground time.
- g. A corrected overlap pairing that contains four (4) or more consecutive overnights will be considered a new/original pairing and Minimum Pay Rules will apply. The pilot may elect to drop the entire pairing originating in the current month (lead out pairing) without pay. The pilot will then fly the entire pairing in the new month (lead in pairing) as originally awarded.
- h. For Month to Month Overlap correction involving a pairing and a Reserve block, the only Reserve day(s) that will be removed and/or modified from a pilot's line are those day(s) that actually conflict or day(s) sufficient to provide minimum required rest in accordance with Section 8.E.8.
- i. In the event that a pairing overlaps in or out of a Reserve block, the pilot will complete the pairing as scheduled.
- j. If a lead in pairing is completely contained within the lead out Reserve block and the number of Reserve days in the new month exceeds the number of days in the pairing, the pairing will be removed to resolve the conflict.
- k. If a pilot has lead out and lead in blocks of Reserve that do not provide thirty (30) consecutive hours of rest in a one hundred sixty-eight (168) hour period, Scheduling will remove and/or modify a day or days, as necessary, in the new month from either block. The pilot may choose to override Scheduling's correction and drop the first or last day of either Reserve block, but may not exceed the number of days dropped by Scheduling. Scheduling may change a RAP to accommodate the required rest between Reserve blocks. If a pilot is awarded an AM or PM Reserve block in the monthly bid process that creates an overlap/rest illegality with a previously assigned AM or PM Reserve block, the

Company may adjust the RAPs to ensure Contractual/FAR compliance. When this occurs, the pilot will have the option during the pilot overlap correction period to contact Scheduling and have both blocks changed to either AM or PM as long as the correction does not require additional Reserve days to be dropped.

- l. A pilot with a six (6) day block of Reserve may elect to designate one (1) night as non-RON. The night designated must be taken within the current bid period; or, the pilot may elect to move the third day to the end of the block providing a day off and creating a two (2)-day and a four (4)-day Reserve block, provided the change does not create an FAR or Contractual violation. Elections must be requested by the Reserve no later than 0900 CT on the 24th of the month.
 - m. If a month to month overlap results in seven (7) consecutive days of any combination of flying, training, or Reserve block where the required thirty (30) hour rest occurs at the beginning of the seven (7) consecutive day work block, Crew Scheduling will correct the pilot's seven (7) days of flying, training, and/or Reserve block to six (6) consecutive duty periods maximum. The pilot will then have the option to contact Crew Scheduling during the overlap resolution period to request an alternative overlap adjustment or regain the original flying day(s) or Reserve block so long as the pilot is FAR Part 117 legal.
3. Pilot Correction

This correction may be made either in the current bid period or the new bid period, and must comply with Section 5.D.2.1. A pilot will have up to ninety-six (96) hours from the end of the protest period to correct his illegality. A pilot should not normally contact the Company with an alternative solution until the Company has completed its correction and posted it electronically. However, under special circumstances, (e.g. pilot is out of the country, on vacation, on leave of absence, etc.) a pilot may contact the Company at any time to correct his illegality.

- a. A pilot may utilize the ELITT, Trip Trade or Giveaway processes in the current bid period and/or the Trip Trade or Giveaway processes in the new bid period to resolve his illegality. A pilot should contact the Company (via phone) as soon as possible to advise of his overlap intentions so that the Company will not correct the illegality until the end of the overlap resolution period.
- b. A pilot may override the Company's correction by introducing his own correction provided he does not create any of the following:
 - i. Scheduled deadhead cost beyond the Company's correction.
 - ii. Additional duty periods in open time. However, if scheduling has pulled a portion of a pilot's pairing which results in a single duty period remaining on a pilot's line, the pilot may give back the single duty period.

- iii. An increase in the number of overnights in open time pulled by the Company.
- c. If a pilot is awarded a blank line, the overlap will be corrected using the above criteria. Such corrections will be accomplished within twenty-four (24) hours from the end of the blank line protest period. The pilot may contact the Company within the twenty-four (24) hour period to resolve the overlap.
- d. By mutual consent the pilot and Scheduling may agree to modify the above criteria. If the pilot fails to offer a correction or fails to meet the criteria of 3.b. above, Scheduling's correction stands.

J. OPEN TIME PRIORITY (OTP)

A pilot who loses trips due to bid month overlap, which reduces his line totals below the applicable Schedule Line Guarantee, per Section 4.H. will be eligible for OTP. Trips dropped by the pilot in overriding Scheduling's correction will not change the pilot's OTP status. OTP will be calculated based on Scheduling's overlap pull. TFP from all sources, excluding training TFP gained, are calculated into the bid line total. Trip Trades or Giveaways which reduce a pilot's line total will not create eligibility for OTP unless this reduction was in conjunction with overlap correction procedures.

1. A pilot may exercise OTP to increase his bid line total if overlap correction drops him below monthly guarantee. The pilot's priority range is between the Schedule Line Guarantee, and the greater of the applicable Schedule Line Guarantee plus six (6.0) TFP or the pilot's bid line total. Once a pilot is in his priority range, he may no longer use OTP.
2. A pilot will have until MOT closes to check with the Company for an award. Only one (1) call is required. Pilots' requests will be handled on a first-come, first-serve basis. The pairing offered must fall within the pilot's priority range. The Company must offer one (1) pairing but the pilot may choose two (2) pairings to recover within the pilot's open time priority range. In-domicile awards that do not violate the limits in Section 5.D.2.1. will be assigned first. If no such pairing(s) exists, an in-domicile pairing that violates the limits in Section 5.D.2.1., up to the FAR Part 117 legalities, may be assigned. A pilot holding an ETOPS line may pick up non-ETOPS flying to resolve an OTP.
3. A pairing will be offered from other domiciles only after pairings within the pilot's bid domicile that fall within the pilot's priority range are exhausted. Deadheads to originate and terminate a pairing in other domiciles will be paid. With the exception of adding deadheads to the importing domicile, the pairing will not be modified. Out-of-domicile awards that do not violate the limits in Section 5.D.2.1. will be assigned first. If no such pairings exist, a pairing that violates the limits in Section 5.D.2.1., up to the FAR Part 117 legalities, may be assigned.

4. In the event that a pilot complies with the provisions of OTP and has not recovered to the Schedule Line Guarantee, the difference will be paid. If there are no pairings the pilot is legal to fly which would project the pilot above the minimum guarantee for the bid period, the Company may award the pilot the pairing with the greatest pay value. The pilot will then be credited with the difference up to the monthly line guarantee. This OTP credit will be added on the pilot's line with a paid non-fly event. It must be added at the time the OTP assignment is made to ensure projected pay is correct for CAP purposes.

The pilot may choose not to contact the Company to utilize the OTP protection or may choose to decline the pairing offered by the Company. By so doing, he forfeits the right to pay protection under the OTP section. It is then the pilot's option to acquire additional flying through the Open Time and/or Trip Trade or Giveaway systems.

5. Reserve pilots who are assigned pairings during lead out Reserve blocks that result in an overlap conflict and a TFP loss below the schedule line guarantee will be notified via telephone by the Company at the time of the assignment of their OTP eligibility. At that time, the Company will notify the pilot that they have forty-eight (48) hours from the end of his Reserve assignment to check with the Company for an assignment within his priority range.

K. MONTHLY OVERLAP RE-AWARDS

Trips which are pulled to resolve monthly overlap that violate Section 5.D.2.1. can be re-awarded in their entirety to the original pilot if available at the time of the pilot's request. The following procedures apply:

1. The pilot may notify the Company that he is not in violation of Section 5.D.2.1., and can therefore fly all the trips as pulled for overlap in their entirety.
2. The Company will verify all legalities and, if the pilot is not in violation of Section 5.D.2.1., the Company will re-award all trips in their entirety.
3. If, subsequent to the re-award, the pilot becomes FAR illegal, the re-awarded trips will be pulled with compensation to the pilot. The Company will notify the pilot when the trips are pulled.

L. DOUBLE COVERED PAIRINGS

Refer to Section 4.S. - Scheduling Errors

M. LIMITATIONS

1. The FAR limitations are stated in FAR 117. If Scheduling policies, practices or procedures change due to changes to, or the interpretation of, FAR 117 in such a manner as to impact this Agreement, then the Company and the Association will meet to negotiate their implementation. Should the Company seek modifications to FAR 117 through the FRMS process, the Company and SWAPA will mutually agree on the approach and contractual implementation if the modifications are approved prior to application to the FAA.
2. The Company and Association will appoint two (2) members each to the FAR 117 Oversight Committee to review the Scheduling Limitations defined in 5.D.2.l., 6.B.2.g., 6.B.10., 7.A.2.d., 7.B.7., 8.B.5. The Association members will be selected from the Negotiating Committee and/or the Scheduling Committee. The Oversight Committee will have the ability to make necessary modifications to the sections defined above through mutual agreement. Should the Company or Association wish to make changes that cannot be mutually agreed to by the Oversight Committee, the issue will be addressed by a Company appointed representative and the Chairman of the SWAPA Negotiating Committee or his designee. All changes are subject to approval by the SWAPA Board of Directors.

N. CREW LEGALITY

A pilot's legality is a shared responsibility between the pilot and the Company, as defined by CFR Part 117 and the applicable portions of CFR Part 121. It is the responsibility of any pilot who thinks he has a potential or actual legality problem to bring it to the Company's attention. Likewise, if the Company becomes aware of a potential or actual legality problem they will notify the pilot and take corrective action.

O. REPORTING TIME

1. A pilot whose pairing originates at a domicile will report/check in:
 - a. At least one (1) hour prior to departure; or
 - b. At least seventy-five (75) minutes prior to departure for a near international flight; or
 - c. At least ninety (90) minutes prior to the departure of an ETOPS flight; or
 - d. At least sixty (60) minutes before the scheduled departure when pilots are scheduled to deadhead.
2. A pilot on an overnight will report to the aircraft at least:
 - a. Thirty (30) minutes before scheduled departure; or

In the event the Southwest Airlines Flight Attendants agree to increase their report time to forty-five (45) minutes on the B737-800 and/or B737 MAX-8, with sixty (60) days' notice to the Association, the Company may increase the report time up to a maximum of forty-five (45) minutes on the B737-800 and/or B737 MAX-8 aircraft.

- b. Forty-five (45) minutes before the scheduled departure of a near international flight; or
 - c. Sixty (60) minutes before the scheduled departure of an ETOPS flight; or
 - d. Thirty (30) minutes before the scheduled departure for a deadhead.
3. A pilot will be allowed to check in with Scheduling from the airport. For the purpose of Open Time and Trip Trades, a pilot assumes the responsibility and report time obligation of a pilot based in the domicile where the pairing originates.

P. COMMUTER RULES

The following sets forth the rules concerning a pilot who lives in a city other than his domicile:

1. A pilot who chooses to designate himself as a “commuter” must designate a city as a point of commuter origination.
2. A pilot must attempt to commute on a minimum of two (2) consecutive scheduled flights on Southwest or off-line from the designated city. If, because of flight cancellations, delays, lack of available seating (cabin or jumpseat), or delays beyond the commuter's control (diversion, etc.), the pilot will be unable to arrive prior to the scheduled report time, the Company will be notified immediately. Alternatively, the second scheduled flight is not required if the primary flight on Southwest is scheduled to arrive in domicile at least one (1) hour prior to check-in.
 - a. The Company will work with the pilot to get him back on his trip as quickly and efficiently as possible, or the pilot may be offered another assignment. If the pilot accepts another assignment, the pay for the newly assigned pairing will serve as the original pay calculation for any subsequent reassignment.
 - b. The pilot will not be paid for the scheduled TFP lost or deadhead to rejoin the original (not newly assigned) pairing.
 - c. The pilot should be prepared to verify that he was present for the two (2) consecutive flights.

- d. The pilot will not be charged with a no-show, as long as he is in compliance with this Section.
 - e. The pilot's domicile Chief Pilot may be notified.
3. Last Resort Flying: A pilot who can report to a Southwest city within a reasonable time may list that city (other than domiciles) from which he is willing to fly. As a last resort (i.e. cancellation of a scheduled flight because insufficient time will not allow the DOT, Reserve/POT/JA system to cover the pairing from a domicile), a pilot will be called from the designated list and offered a pairing in seniority order. If the pairing is still uncovered, Scheduling may call a pilot in the geographical region without regards to seniority. If the pairing is accepted, the pilot will be compensated for duty actually performed, including all rigs. For example, a pilot who accepts a pairing from his designated city will be paid from that city and back to that city.
4. A pilot scheduled to fly a pairing that begins with a deadhead will be allowed to commence his duty from the airport that starts the flying portion.
- a. If the actual flying portion of the pairing begins in the pilot's designated commuter city, the pilot must contact the Company prior to the scheduled report time. However, the call must be made no more than twelve (12) hours prior to check-in.
 - b. If the actual flying portion of the pairing begins at a station other than the pilot's designated commuter city, the pilot must comply with Paragraph 2 of this Sub-Section. The pilot must check in with the Company not later than the originally scheduled report time. However, the call must be made no more than twelve (12) hours prior to check-in.
 - c. Non-commuters are normally required to check-in at the domicile by the scheduled report time and take the scheduled deadhead(s). If a situation arises where a non-commuter is not in the domicile and chooses to join the pairing at an outstation, the pilot will be allowed to check-in with the Company not later than the originally scheduled report time. However, the call must be made no more than twelve (12) hours prior to check-in.

Q. SCHEDULING RECORDS

All phone conversations between pilots and crew schedulers on published Scheduling Company telephone lines will be recorded. These recordings will be retained for one hundred and twenty (120) days.

Phone conversations will be provided to the Association within five (5) days of the request.

R. CREW ACCOMMODATIONS BOARD

1. A current list of alternate hotels for unscheduled overnights will be maintained by the Company and provided to the Association.
2. Single rooms for all pilot accommodations, including new hire training, will be provided by the Company.
3. A hotel room for unscheduled overnights in domicile that occur prior to termination of a scheduled pairing will be provided by the Company.
4. When a pilot, including a Reserve pilot, is scheduled for ground time which exceeds four (4) hours (including ground time caused by cancellations and reassignments), the Company will provide the pilot a hotel room close to the airport upon request. The room will be provided in domicile or out of domicile.

S. DEADHEADING

1. A pilot deadheading during any portion of a pairing or to/from Training will be given "must ride" transportation which will allow that pilot on the flight regardless of passenger load. A pilot will be guaranteed a seat in the cabin but may at his discretion ride on the cockpit jump seat to prevent the removal of a customer from the flight if an over-sell occurs. Must-ride deadheads to and from Training will be administered in accordance with Section 23.I.1.
2. Pilots on scheduled deadheads will be allowed to pre-board.
3. Non-commuters are normally required to check-in at the domicile by the scheduled report time and take the scheduled deadhead(s). If a situation arises where a non-commuter is not in the domicile and chooses to join the pairing at an outstation, the pilot will be allowed to check-in with the Company not later than the originally scheduled report time. However, the call must be made no more than twelve (12) hours prior to check-in.
4. A pilot may request to waive deadhead obligations at the end of a pairing by contacting Scheduling at the completion of actual flying. The pilot will be released from the deadhead(s) at the end of a pairing if Scheduling concurs with the pilot's request. Scheduling will agree to the request if either:
 - a. The pilot is not legal for additional flying based on his daily or cumulative FDP limitations, duty period limitations, block time projections, rest requirements; or
 - b. There are no operational problems in the city where the pilot is currently, in the city where the deadhead transitions through, or in the domicile where the pairing terminates.

5. The Company may schedule or reschedule a pilot on another air carrier (off line) to deadhead The Company and SWAPA will establish and the Company will publish a list of air carriers that may be used for off-line transportation to cover ETOPS and Near International flying. For off line deadheading, first class seating will be provided, if available, when a deadhead(s) flight segment is scheduled to exceed five hours (5:00) block-to-block and a flying segment follows within the same duty period. Air Carriers may be added or deleted from the list with mutual consent of both parties.

T. ASSOCIATION PAIRING PULL/DROP

Pilots on Association business will be allowed to drop pairings. These pairings will be posted by Scheduling as soon as they become available. The Association will notify the Scheduling Supervisor in writing of the pairings to be dropped. Pairings removed for Association business will be broken at the Association's discretion. When pairings are split and dropped for the Association, the Association will pay for any added deadhead cost beyond 1.6 TFP or hotel costs associated with the pull.

U. TELEPHONE ACCESS

The Company will provide a local toll free number for pilots to use to contact Crew Scheduling. If a toll free number cannot be provided, calls made to Crew Scheduling will be reimbursed.

V. RED EYE FLYING

1. A pilot will not be eligible for a JA assignment following any scheduled duty period that crosses 0200 domicile time.
2. No pilot will be reassigned to additional flying upon completion of a duty period that contains scheduled flights (including deadheads) across or on both sides of 0200 domicile time.
3. Any duty period that contains scheduled flights (including deadheads) across or on both sides of 0200 domicile time may consist of no more than one scheduled flight which blocks in after 0200 pairing domicile time. Only one deadhead may follow a flight (or deadhead) operated across 0200 domicile time.

Examples: An operating flight or deadhead that is scheduled between 0145 and 0255 domicile time may be followed by one single deadhead flight. An operating flight that is scheduled between 0030-0145 domicile time may be followed by a flight scheduled to operate from 0220 to 0330 Domicile time. A single deadhead flight to return to domicile at the end of a pairing may follow these.

4. Multi-leg Red Eye duty periods constructed in the Planning process will not normally have ground time between flight segments that exceed two (2) hours, and in no case will ground time be scheduled for more than two hours and thirty minutes (2:30). (This provision satisfies the restriction on Continuous Duty Overnights.)
5. For pairings constructed in the Planning process, a pilot may be scheduled no more than one (1) hour past the Maximum Duty Period Scheduled, as defined in Section 5.D.2.f., for purposes of deadheading to domicile after a Red Eye flight.
6. Upon request, a pilot will automatically be released from any flight deadheading back to a base on pairings ending with a Red Eye duty period. The only exception will be a Reserve with additional day(s) of Reserve remaining in the Reserve block after the conclusion of the Red Eye duty period. The Reserve will be required to take the scheduled deadhead so the Company can accurately monitor his contractual and FAR legalities.

SECTION 6: ADDITIONAL FLYING

A. Additional flying may be voluntary and non-voluntary. Voluntary Additional Flying can be gained through Trip Trades and Giveaways, ELITT, or the Open Time System. Non-voluntary flying is any flying that is assigned by the Company after all voluntary means have been exhausted.

B. VOLUNTARY ADDITIONAL FLYING

1. Open Time System: General

Open Time consists of pairings removed from a pilot's line for a leave of absence (sick, military, company convenience, jury duty, etc.), training pulls, overlap pulls, vacation pulls, illegality pulls, pairings remaining after the close of ELITT, charters, maintenance check flights, and ferry flights to position an aircraft for service. This is considered "uncovered" flying. This type of flying is "awarded" through a seniority based open time system with the exception of Short Notice Open Time (SNOT), Voluntary Premium Flying (VPF) and taking assigned flying from Reserves. A pilot may be awarded flying through open time, TT/GA and ELITT based on his qualification for the flying.

Flights not covered on-line due to irregular operations may also be considered uncovered. These uncovered flights may be assigned to on-line pilots impacted by irregular operations within the limits in Section 6.C.1. On-line pilots not directly related to the irregular operations may be reassigned if such reassignment does not require the pilot to deadhead beyond the Maximum Duty Period Actual limits defined in Section 5.D.2.f. Contractual Duty Period Chart, or in accordance with Section 6.C.1.

If there is insufficient time as referenced in Section 6.B.13.f. to process the pairing through the open time system, on-line pilots may be reassigned in accordance with Section 5.D.2.f and Section 5.D.2.i. Regardless, pilots will not be reassigned to an unscheduled overnight or added on to at the end of the pairing if the unscheduled overnight/add on can be prevented by the use of open time. All remaining flying not covered on-line shall be considered uncovered.

2. An "AWARD" occurs in the following manner:

- a. Monthly Open Time (MOT): At 700 CT the day after close of MOT - Seniority based bid system.
- b. Daily Open Time (DOT): Thirty (30) minutes after completion of the award process* – Seniority based bid system.
- c. Premium Open Time (POT): Thirty (30) minutes after completion of the award process* - Seniority based bid system.

- d. Hourly Open Time (HOT): Thirty (30) minutes after completion of the award process* - Seniority based bid system.
- e. Short Notice Open Time (SNOT): Ten (10) minutes after completion of the award process*- A Random Award Process.
- f. Voluntary Premium Flying (VPF): At acceptance of the award-Non Seniority based system.
- g. Scheduling will use the pilot's actual block time and the cumulative FDP limits as displayed in the Crew Management System at the time of the legality check within that award process, plus the projected block time and projected FDP, to calculate legalities for open time awards. The pilot must have the appropriate qualifications and currencies for any accepted assignments at the time of the award and the date the pairing or Reserve block begins except as provided below:
 - i. For International stations requiring Supervised Airport Qualifications or ETOPS flying, a pilot in the International Domicile or EBG may be awarded/assigned flying from TT/GA, OTP, ELITT and MOT reporting 2 (two) days after the scheduled completion of the required International or ETOPS training, or when the bid period begins, whichever occurs later.
 - a) The pilot may be awarded/assigned pairings requiring Supervised Airport Qualifications or ETOPS flying for which he is not yet qualified so long as the pairing is awarded/assigned by 2359 four (4) days prior to the report of the pairing.
 - b) At 2400 three (3) days prior to the report of the pairing, the pairing would not be awarded/assigned if the pilot is not qualified.

Example: A pairing requiring Supervised Airport Qualifications that reports on the 6th of the month may be awarded/assigned to a pilot in the International Domicile not qualified (route qualification) until 2359 on the 2nd of the month. At 2400 on the 3rd, the award/assignment would be denied.

- ii. Pilots not assigned to the International Domicile may not be awarded or assigned flying/reserve blocks requiring Supervised Airport Qualifications (International Domicile) flying.
- iii. Pilots not assigned to an EBG who remain current and qualified, may be awarded/assigned ETOPS flying or Reserve blocks.
- iv. For 90-day currency, the Company assumes currency up to 2359 four (4) days prior to the pilot's expiration date.

- a) At 2400 three (3) days prior to the pilot's expiration date; the pairing would not be awarded/assigned if the pilot is not current.
- v. The pilot will not receive pay for flying assigned/awarded as described above if the pairing is removed because the pilot is not current and qualified for the pairing, unless the Company has failed to provide an opportunity to train within the timelines contained in this document.
- a) The flying will be removed at 1200 the day prior to report of the pairing.
- vi. Reserve blocks from the International Domicile may only be assigned/awarded to pilots assigned to the International Domicile.
- a) The Company will use the operational projected times in the system to calculate legalities for transactions in the crew management system. These times will be used for monitoring FAR legalities for pairings already assigned, as well as determining legalities for open time, TT/GA, ELITT, etc.

*The award process is complete when the final legality check is performed. There will be a time stamp assigned to this process.

3. Out of Domicile Open Time:

- a. Open Time for all domiciles will be available for bid by all pilots bidding on the current bid period seniority list. However, deadheads to pick up open time in another domicile will not be compensated unless part of the original pairing.
 - b. Out Of Domicile Bidding Subordination: At the point a pilot bids out of his domicile, that bid and all subsequent bids including bids in his domicile will be awarded based upon system seniority within the pilot's crew position (refer to Order of Open Time Award, Section 6.B.12. The Crew Management System will alert the pilot that he has subordinated his seniority.
4. Open Time During Non-Fly Events: A pilot removed from a pairing for vacation (VA/VO), Floating Vacation, leave with pay, leave at no pay, Company Convenience, jury duty, and moving leave day(s), may acquire Premium Open Time (POT), Short Notice Open Time Premium (SNOT-P), and Voluntary Premium Flying (VPF) according to Order of Open Time Award, Section 6.B.12. Quality of life pulls will not restrict a pilot from acquiring additional flying from any source. All other Non-Fly events preclude the pilot from acquiring pairings during the time period he was originally scheduled to fly from report to release.

5. Open Time Giveaway: A pilot may not give away a MOT award to someone more junior in system seniority. A pilot may not TT/GA a DOT, POT, HOT or SNOT award. This restriction shall not apply to jetway trades. After a reserve is released from a reserve day, the remaining portion of the reserve block may be given away.
6. Time Between Open Time Events:
 - a. In order for a pilot to bid open time there must be a minimum of one and one-half (1:30) hours scheduled off between the flying bid and the pilot's block in from other scheduled flying (block in to block out). A pilot terminating a pairing in a domicile may not be awarded a pairing originating in another domicile on the same day unless there is legal crew rest between pairings (includes TT/GA through CWA, ELITT). This restriction shall not apply to jetway trades.
 - b. A pilot may be awarded the continuation of the same pairing without regard to the one and one-half (1:30) hour restriction.
 - c. Positioning deadheads added to an original pairing split for open time will not be paid if the same pilot bids and is awarded the continuation pairing in MOT. Pairings awarded in DOT/HOT/POT/SNOT and VPF will pay as stated in Crew Management System and the Open Time Alerts System.
7. Open Time Pairing Removal:
 - a. A pairing may be removed from open time for the following:
 - i. The pairing was placed in open time in error.
 - ii. An error in the pairing was discovered after the pairing was placed in open time.
 - b. The pairing may be returned to the previously awarded pilot prior to the close of the appropriate open time process (MOT, DOT/POT, HOT/POT, SNOT). After bidding has closed for the appropriate open time process (MOT, DOT/POT, HOT/POT, SNOT), the pairing will not be returned to the previously awarded pilot unless assigned to a Reserve or available in VPF. A pilot who bids on a pairing that is subsequently removed from open time and returned to the previously awarded pilot will not be compensated for the pairing.
 - c. The Company may remove a pairing from the open time process if the Company is unable to send alerts, receive responses to an alert, or there are other uncontrollable issues that would prevent the pairing from closing at the stated closing time. The pairing(s) will be moved to the next open time process where they can be awarded/assigned. This will be communicated electronically.

- d. In the event of a CMS outage at the close of any open time award process, the close of open time will be delayed to allow for additional bids and previous bids will remain active. This delayed close of open time will be communicated electronically.
8. Non- Revenue Flying: Non-revenue flying may be performed by management pilots, including Check Airmen, without being placed up for bid. These employees, with the exception of the Vice President of Flight Operations, will be on the Southwest Airlines Pilot Master Seniority list as depicted in the Crew Management System (CMS). The Company reserves the right to allow FAA and/or Industry Representatives (non-Southwest employees) to participate in certification and/or evaluation flights. Non-revenue flying which is flown by a non-management pilot will be covered by the open time process.
9. Right Seat Restriction: Except as provided herein, line holding Captains may not fly as First Officers. As a last resort (prior to canceling a flight) and in accordance with current FARs, two (2) line holding Captains may fly together provided one (1) Captain is a Check Pilot and has maintained Right Seat qualification/currency in the last ninety (90) days and both are paid as Captain.
10. Cumulative Block Time Restrictions:

The Company reserves the right to declare a pilot unable to pick up additional flying if it is judged that the additional flying in question will exceed the block time limitations as set forth in Section 5.D.2.1.ii. (I.e. six hundred seventy-two (672) hours or three hundred sixty-five (365) days Maximum Scheduled Block Time). All block hour liability, as described in this section, will apply to pairings acquired through the Open Time process described in Section 6, including VPF and JA (except as set forth in 6.B.10.a.iii. below) ELITT or Trip Trades. However, if the ELITT or Trip Trade pairing(s) acquired contain equal to or less block time than the pairing(s) being dropped/traded, the trade will be allowed.

- a. 365 Day Flight Time Maximum:
 - i. Prior to a pilot's line being posted in CWA for a new bid period, each unassigned Southwest Day in the unassigned bid period will carry a 2.3 hour block time liability for the three hundred sixty-five (365) day look-back calculations. Once all of the pilots' lines are loaded into the Crew Management System and Trip Trade Giveaway is released, the actual scheduled block hour liability for that bid period will replace the 2.3 hours of block time per Southwest day assumed liability. At no point will a pilot be permitted to schedule himself in excess of nine hundred ninety-eight (998) hours, per the chart in Section 5.D.2.1.ii.

- ii. 672-Hour Flight Hour Maximum. Prior to a pilot's line being posted in CWA for a new bid period, each day of unassigned flying in the subsequent bid period will carry the following liability:
 - a) 2.65 hour block time liability per unassigned Southwest day for March, June, July, August, October and December. Once all of the pilots' lines are loaded into the Crew Management System, and Trip Trade Giveaway is released the actual scheduled block hour liability for that bid period will replace the assumed 2.65 hours of block time daily liability. At no point will a pilot be permitted to schedule himself in excess of ninety eight and one-half (98.5) hours as per the chart in Section 5.D.2.1.ii.
 - b) 2.5 hour block time liability per unassigned Southwest day for January, February, April, May, September and November. Once all of the pilots' lines are loaded into the Crew Management System, and Trip Trade Giveaway is released that bid period's actual scheduled block hour liability will replace the assumed 2.5 hours of block time daily liability. At no point will a pilot be permitted to schedule himself in excess of ninety eight and one-half (98.5) hours as per the chart in Section 5.D.2.1.ii.
- iii. The limits in Section 5.D.2.1. apply to a JA assignment. If a pilot is projected to exceed the limits in Section 5.D.2.1., he will be assigned only after all other pilots have been assigned in a domicile.
- iv. For a pilot on Reserve/Mixed line; a pilot will remain on Reserve until the three hundred sixty-five (365) day block time FAR legality look back exceeds nine hundred ninety-six (996) block hours. At that time, the day(s) with less than four (4) hours of block time liability may be pulled at no pay in accordance with overlap procedures. The pilot will be made aware of the Reserve day(s) being removed as soon as reasonably possible in an effort to eliminate unnecessary commuting.

11. The Open Time CAP:

- a. Seniority for awards in MOT, DOT/POT, and HOT/POT and SNOT will be subordinated when a pilot's projected bid period TFP exceeds one hundred eighteen percent (118%) of the domicile bid line average. This is referred to as the CAP.

For example, when a one hundred fifteen (115) TFP CAP is in effect, a pilot who has one hundred fourteen (114) TFP actual or projected may exercise his seniority for one (1) additional Open Time award. This award may be any number of TFP. A pilot who has exceeded the CAP will still be able to bid Open Time, but his seniority will be subordinated to those who have not exceeded the CAP. Seniority will prevail among those who are over the CAP in the event the additional flying is not picked up by pilots under the CAP.

- b. For the purpose of the CAP, projected TFP from all sources (MOT, DOT, POT, HOT, SNOT, overlaps, pick ups, trades, check airmen duties etc.) with the exception of all training received (GS, PC, PT, training deadheads, etc.), overrides in Section 4.FF, Scheduled Sub Service, and “J” labeled pairings (JA pairings from open time) will be included in the projection.
 - c. When utilizing ELITT, Trip Trades, and Giveaway, VPF, JA, the CAP does not apply.
 - d. Each month as part of the bid packet information, the Company will publish the domicile bid line average and the one hundred eighteen percent (118%) CAP rounded to the nearest one hundredth (0.01).
12. Order of Open Time Award:
- a. Additional Captain flying will be awarded in the following order. For this section, the term “legal” is to include the limitations set forth in Section 5.D.2.1 and currency and qualifications required in Section 6.B.2.g for ETOPS and Near International stations requiring Supervised Airport Qualifications at the time of the legality check in the Crew Management System. A pairing will not be removed once it is placed on the pilot’s line, if an updated time causes a violation of Section 5.D.2.1.
 - i. Captain in domicile, legal, available, under the CAP.
 - ii. Captain in domicile, legal, available, over the CAP.
 - iii. Captain out of domicile, legal, available, under the CAP.
 - iv. Captain out of domicile, legal, available, over the CAP.
 - v. Designated Lance Captain in domicile, legal, available, under the CAP.
 - vi. Designated Lance Captain in domicile, legal, available, over the CAP.
 - vii. Designated Lance Captain out of domicile, legal, available, under the CAP.
 - viii. Designated Lance Captain out of domicile, legal, available, over the CAP.
 - ix. For POT and SNOT-Premium only, Captain in domicile legal, available, under the CAP on designated non-fly events.
 - x. For POT and SNOT-Premium only, Captain in domicile legal, available, over the CAP on designated non-fly events.

- xi. For POT and SNOT-Premium only, Captain out of domicile, legal, available, under the CAP on designated non-fly events.
 - xii. For POT and SNOT-Premium only, Captain out of domicile, legal, available, over the CAP on designated non-fly events.
 - xiii. For POT and SNOT-Premium only, designated Lance Captain in domicile legal, available, under the CAP on designated non-fly events.
 - xiv. For POT and SNOT-Premium only, designated Lance Captain in domicile legal, available, over the CAP on designated non-fly events.
 - xv. For POT and SNOT-Premium only, designated Lance Captain out of domicile legal, available, under the CAP on designated non-fly events.
 - xvi. For POT and SNOT-Premium only, designated Lance Captain out of domicile legal, available, over the CAP on designated non-fly events.
- b. Additional First Officer flying will be awarded in the following order. For this section, the term “legal” is to include the limitations set forth in Section 5.D.2.l. and currency and qualifications required in Section 6.B.2.g for ETOPS and Near International stations requiring Supervised Airport Qualifications at the time of the legality check in the Crew Management System. A pairing will not be removed once it is placed on the pilot’s line, if an updated time causes a violation of Section 5.D.2.l.
- i. First Officer in domicile, legal, available, under the CAP.
 - ii. First Officer in domicile, legal, available, over the CAP.
 - iii. First Officer out of domicile, legal, available, under the CAP.
 - iv. First Officer out of domicile, legal, available, over the CAP.
 - v. For POT and SNOT-Premium only, First Officer in domicile legal, available, under the CAP on designated non-fly events.
 - vi. For POT and SNOT-Premium only, First Officer in domicile legal, available, over the CAP on designated non-fly events.
 - vii. For POT and SNOT-Premium only, First Officer out of domicile, legal, available, under the CAP on designated non-fly events.
 - viii. For POT and SNOT-Premium only, First Officer out of domicile, legal, available, over the CAP on designated non-fly events.

13. Open Time Rules

- a. The Company will maintain domicile integrity in placing all uncovered Revenue/Nonrevenue flying in the open time system, except the Company may break pairings due to irregular operations, training pulls, SWAPA drops, overlap corrections, and trip pulls due to FAR and Contractual legalities and place the pairing(s) in open time in a domicile other than the pairing's origination.
- b. All open time awards and assignments will be displayed in the Crew Management System (CMS) no later than the end of the award process or at time of assignment.
- c. Monthly Open Time
 - i. MOT Inventory: All uncovered revenue and non-revenue flying will be placed in MOT if Scheduling is aware of the pairing prior to MOT closing. MOT will also contain all charter flying that Scheduling is aware of prior to MOT closing. Pairings (including charters) may be added to the MOT inventory after the initial posting. These new pairings must be identifiable in the MOT inventory in the Crew Management System.
 - ii. MOT Inventory Exclusions: Pairings withheld for new hire flying prior to first bid month on the line, voluntary uncompensated flights scheduled for charity events and trip pulls due to FAR, contractual illegalities and flying defined in Section 5.E.8.c. are not required to be placed in the MOT inventory.
 - iii. MOT Pairing Splits: Pairings are not required to be split prior to being placed in MOT. Scheduling may split pairings for the MOT inventory at their discretion.
 - iv. MOT Bidding Rules: On or before the twenty-second (22nd) of each month, all available open time occurring in the following month will be made available in the Crew version of the Crew Management System.
 - a) The Company will provide the capability to elect the maximum number of pairings to be awarded during the bid.
 - b) The MOT bid will close at 1200 CT on the twenty-fourth (24th) of each month. MOT awards will be available in the crew version of the Crew Management System by 0700 CT on the day after closing.
 - c) Pilots who participate in this MOT bid are responsible for checking the open time awards and for flying any pairing(s) awarded. No acknowledgment is required to constitute an award.

- d. Daily Open Time (DOT), Premium Open Time (POT), and Hourly Open Time (HOT) and Short Notice Open Time (SNOT) Procedures
 - i. DOT Pairing Splits: Any remaining flying in the ELITT open time pool will be available in DOT fifty one (51) hours prior to when the pairing would close at 0900 the day prior to departure. Between 2400-0600 daily, three (3) and four (4) day pairings placed in the DOT inventory from any source (removed from the ELITT inventory, pulls for sick calls, union pulls, CC pulls, etc.) will be split according to the following:
 - a) A minimum total of ten (10.0) TFP is contained in each newly created multi-day pairing and five (5.0) TFP is contained in each newly created single day pairing. If Scheduling splits a pairing for open time other than as above, each newly created duty period on the day it was split will pay a minimum of DPM. Duty periods not modified as part of the split will not receive additional pay, unless defined elsewhere in the Agreement.
 - b) All deadheads are paid. However, deadheads which are not part of the original pairing are not computed in the calculations in a. above. These deadheads are added to the pairing after the split is made.
 - c) If Scheduling splits a pairing for open time other than as above, each newly formed pairing will pay a minimum of five (5.0) TFP per duty period.
 - d) Split Points: The pairing split points for each domicile will be published in CMS.
 - i) All cities within one and six-tenths (1.6) TFP of each domicile will be included unless the split creates scheduled ground time in excess of four (4) hours based on the published schedule.
 - ii) No pairing will be required to be split more than once in a duty day.
 - iii) No pairing will be required to be split if the split creates an additional overnight.
 - ii. Daily Open Time Award Procedures: This includes Daily Open Time (DOT), Premium Open Time (POT), and Hourly Open Time (HOT). While a pairing is in DOT or HOT, pilots will have the option to bid on the pairing for straight pay (DOT/HOT) or for premium pay (POT). In all cases, DOT/HOT is awarded prior to POT.
 - a) Daily Open Time (DOT)

- i) Bidding for a DOT event begins up to fifty-one (51) hours prior to and continues until bidding for that event closes.
 - ii) DOT will close at 0900, 1300 and 1700 CT each day.
 - iii) The order of award is defined in Section 6.B.12.
 - iv) The DOT process will normally be completed within one (1) hour of the DOT close.
- b) Premium Open Time (POT)
- i) Bidding for a POT event runs concurrently with the DOT/HOT processes and closes in accordance with the DOT/HOT timelines.
 - ii) The order of award is defined in Section 6.B.12.
 - iii) Reserves may be assigned prior to or after POT. Reserves may be assigned pairings not awarded in DOT prior to POT awards.
 - iv) The POT process will normally be completed within two (2) hours of the POT close.
- c) DOT Timeline:
- i) The 0900 closing will be for pairings added to open time between the close of ELITT until 0830 the day prior to the report for the pairing.

On-line assignments and reassignments (JA) may begin at 1100 but in no case will the VPF be available for less than thirty (30) minutes. For example, if VPF occurs at 1045 then On-line assignments and reassignments will start no earlier than 1115.
 - ii) The 1300 Closing will be for pairings added to open time between 0831 and 1230 the day prior to the report for the pairing.

On-line assignments and reassignments (JA) may begin at 1400 but in no case will the VPF be available for less than thirty (30) minutes.
 - iii) The 1700 closing will be for pairings added to open time between 1231 and 1630 the day prior to the report for the pairing.

On-line assignments and reassignments (JA) may begin at 1800 but in no case will the VPF be available for less than thirty (30) minutes.

d) DOT/POT Awards:

Scheduling will normally make the awards available in the crew version of the Crew Management System (CMS) within two (2) hours of the award timeline.

Pilots will be notified electronically of awarded open time.

Pilots must acknowledge the award upon notification either electronically, via CMS, or by contacting Scheduling no later than two (2) hours prior to report time.

Scheduling may call a pilot prior to two (2) hours to report to ensure the pilot is aware of the award. A pilot may be called a second time as described in Section 6.B.13.d.ii.e). Scheduling may not call more than two (2) hours prior to report if the call may reasonably be expected to disturb the pilot's normal rest.

e) Failure To Acknowledge An Award or Pilots Bidding For Flying The Pilot Is Not Available To Fly:

If an awarded DOT or POT pairing has not been acknowledged two (2) hours prior to report, Scheduling will call the pilot prior to removing the pairing from his line and returning it to the open time process.

Should a pilot fail to acknowledge a DOT/POT, HOT/POT, SNOT or VPF award or is awarded flying the pilot is not available to fly, the pilot may be counseled by his respective Chief Pilot. Repeated occurrences may result in loss of DOT/POT, HOT/POT, SNOT or VPF privileges for no more than thirty (30) days.

f) Flying Reporting Between 0001 - 0400

Flying reporting between 0001 and 0400 CT are the only exceptions to the above Open Time rules. To ensure the opportunity for adequate notification and crew rest, flying reporting between 0001 and 0400 CT will close approximately twenty four (24) hours earlier than normal and done so using the CAP limitations applied to the other pairings that would normally close within that open time process.

Example: A Charter with a check-in at 0100 Tuesday morning will close on Sunday morning at 0900.

If flying reporting between 0001 and 0400 CT has not been acknowledged by 2359 the day of the award either electronically, CMS, or by contacting

Scheduling, Scheduling will attempt to contact the pilot via phone call for notification of the flying reporting between 0001 and 0400 CT prior to removing the award.

g) Hourly Open Time (HOT) Procedures

Hourly Open Time (HOT) consists of pairings made available between 1630 the day prior to the event and up to three (3) hours and thirty (30) minutes before the report time of that event.

HOT is closed hourly on the hour for pairings added to open time between one and one-half (1.5) hour prior and one-half (0.5) hour prior to the HOT close. For example, HOT would close at:

- i) 1800: For pairings added to open time between 1631 and 1730.
- ii) Continuing throughout the day on the hour, unless there is insufficient time to cover the event.
- iii) At 0900, 1300, and 1700 each day, if pairings are available in HOT, the HOT process will be awarded prior to DOT awards.
- iv) HOT/POT Awards: Scheduling will normally make the awards available in the crew version of the Crew Management System (CMS) within one (1) hour of the award timeline. Pilots will be notified electronically of awarded open time.
- v) Pilots must acknowledge the award upon notification either electronically, via CMS, or by contacting Scheduling. If an HOT/POT award has not been acknowledged two (2) hours prior to check-in, Scheduling will call the pilot prior to removing the pairing.

h) Open Time Alert (OTA)

- i) Open Time Notification: The Company will maintain an Open Time Alert (OTA) system that will be used by the Company to electronically notify pilots of any new open time event that is created after 0831 CT the day prior to the event. The Company and the Association may mutually agree to explore and implement alternative open time alerting processes and preferences during the term of this Agreement. This new system may modify or replace the current text message system.
- ii) Notification Preference: Pilots may list the type of pairing preferred according to a set of agreed to parameters between the Company and SWAPA in a Memorandum of Understanding. Pilots will be notified

of preference changes in the Crew Management System when they are available for use by the pilots with a minimum of the following:

Domicile/Crew Position
Pairing type (AM/PM) and/or check-in/release time
Pairing length
Overnight city
Minimum pay per day
Average pay per day

- iii) Do Not Disturb: To offer pilots the option of uninterrupted rest, an Alert/Auto Bid parameter entitled “Do Not Disturb” will be made available. It will be selectable in five (5) minute increments. Once set, OTA text messages for pairings processed during the Do Not Disturb window will not be sent. Phone contact for Open Time Awards will be permitted during a Do Not Disturb window two (2) hours prior to the report time.

i) Open Time Bid

- i) The pilot may bid on the specific pairing(s) in DOT/POT, HOT/POT, or SNOT which will be awarded at the stated closing times in Section 6.B.13.d.ii.c). or HOT closing times in Section 6.B.13.d.ii.g.).
- ii) Pilots will be given the ability via the Open Time Alert (OTA) system to electronically bid for such an event with no direct access to the Crew Management System (CMS). Unless mutually agreed upon by the Association and the Company, the order of award for the individual pilot will be determined by the order in which the pilot bid the pairings. For example: three pairings are available for the 1300 DOT close. The pairing the pilot bids first will have the highest priority for the award process.
- iii) Open Time Standing/Auto Bid: Pilots will be given the ability to enter a Standing Bid for DOT/POT, and HOT/POT, and SNOT as part of the Open Time Alert system. This Standing Bid (straight time or premium pay) will trigger an automatic bid if the pairing fits the pilot’s preferences. Pilots will be able to activate/deactivate the preference at any time. The Standing Bid options will be developed jointly between the Company and the Association. Standing bids for SNOT may only be entered no sooner than the day prior to when the pairing would report.

e. Short Notice Open Time (SNOT)

Pairings added to open time from three (3) hours and thirty (30) minutes until two (2) hours and one (1) minute of report time will be made available for bid for a minimum of fifteen (15) minutes from the time the pairing is released to open time by Scheduling.

Should the report time of the pairing fall within the SNOT timeframe, and Scheduling adds a pairing to open time (e.g. sick call) with more than two (2) hours to report, the pairing will be processed in SNOT even if the pairing is not released (due to pairing processing) for SNOT bidding prior to the two (2) hour limit.

Pairings will be awarded in SNOT in the following manner:

i. Reserve Available:

If a Reserve is available for the pairing, Scheduling will notify those Pilots on the OTA list that a pairing is available for straight time in SNOT. If the pairing is not awarded in SNOT a Reserve will be assigned. If the pairing is available after the close of SNOT and a pilot wishes to fly the pairing for straight time, he may be awarded the pairing if the Reserve can be contacted prior to reporting to the airport. Except where prohibited in Section 6.B.13.h.i.

After the Reserve has reported to the airport, the Reserve has the option to fly or relinquish the pairing to a pilot willing to fly the pairing for straight time. If the Reserve relinquishes the pairing, the Reserve will either continue on duty/RAP, be given another assignment, or be released to rest.

ii. Reserve Not Available:

If no Reserve is available for the pairing, Scheduling will notify those pilots on the OTA list that a pairing is available for a premium (1.5 TFP) and full rigs in SNOT. At the Company's discretion, the pairing may be covered at a premium regardless of Reserve availability.

iii. In the event a pilot who is awarded a pairing in SNOT is removed from the pairing (e.g. cannot report for the scheduled departure) the next pilot within the SNOT process will be contacted and offered the pairing. This process will continue until the pairing is covered or the pairing falls within Insufficient Time.

f. Insufficient Time

The Company reserves the right to assign/reassign flying if a pairing has not been awarded through the SNOT process, as defined in Section 6.B.13.e, or if there is two (2) hours or less to report. For assignments out of an airport other than a domicile, refer to Section 5.P.3. Last Resort Flying.

g. Voluntary Premium Flying (VPF)

- i. Legal pilots will be notified electronically/automated message that premium flying is available. Lance Captains will be notified of available Captain/First Officer flying.
- ii. The pairing will be awarded in the order in which the CMS receives the bid without regard to seniority. Phone calls will not be accepted by Scheduling until thirty (30) minutes after the initiation of the VPF process.
- iii. On line assignments and reassignments (JA) may begin after the pairing(s) have been available in VPF for a minimum of thirty (30) minutes.

h. Pairings from Reserves

A legal and available pilot may take a pairing from a Reserve except under the following conditions:

- i. The Reserve adds a preference in CMS which signifies a pilot may not take the pairing from the Reserve starting at 2000 CT the day prior to report. Absent this preference, the pilot may take the pairing from the Reserve until the Reserve has reported. Crew Scheduling is not prohibited from modifying the assignment.
- ii. The Reserve's RAP is adjusted to accommodate an assigned Red Eye Duty Period, alleviating the Reserve's responsibility to be contactable by the Company.
- iii. The Reserve has reported to the airport. The Reserve has the option to fly or relinquish the pairing except under ii. above. If the Reserve relinquishes the pairing, the Reserve will either continue on duty/RAP, be given another assignment, or be released to rest.

C. NON-VOLUNTARY FLYING

Any flying that is “assigned” by the Company will be considered non-voluntary flying. The Company will not use non-voluntary additional flying to cover uncovered flying until all the other avenues have been exhausted (e.g., MOT, DOT, Reserve/POT, HOT, SNOT-P, VPF systems). As used in this section, “available” means the ability of the pilot to be at the assigned location within the time required. Reassignments will be based on the more restrictive of FAR legalities or contractual duty day limits.

1. Same Day Flying:

To avoid a JA assignment, a pilot may be reassigned to fly on a day that he is already flying or is scheduled to fly. Pay for the reassignment will be in accordance with Section 4.O., Double Time Pay.

Scheduling may reassign pilots already scheduled to fly on the day of the event if:

- a. The pilot’s duty day is not extended on the last day of the pairing.
- b. The pilot is not reassigned to an unscheduled overnight.
- c. If an eligible pilot calls to accept the reassigned pairing as it was offered in open time, the pilot reassigned will be given the option to keep the reassignment or give it to the other pilot. The pilot will only be allowed to give away the reassignment if he can be returned to his previous pairing.

2. Scheduled Day Off Flying:

A pilot may be assigned or reassigned into flying on a scheduled day off. This is termed a JA event because it involves flying on a scheduled day off. Only involuntary flying on a scheduled day off qualifies as a JA event. This event is compensated at double time or full rigs for the day(s), whichever is greater. Lance Captains may be involuntarily JA’d on days off for First Officer flying only. A Lance Captain may only be reassigned, including into an unscheduled overnight, in the position he is currently flying.

Pilots will be JA’d in the following order:

- a. All pilots currently on pairings (excluding Reserves, Check Pilots and pilots where the JA would result in work blocks in excess of five (5) duty periods of flying) within domicile not previously JA’d are subject to JA/reassignment in inverse seniority order.

- b. All pilots currently on pairings (excluding Reserves and Check Pilots) within domicile previously JA'd or that will exceed five (5) duty periods of flying are subject to JA/reassignment in inverse seniority order.
 - c. All Check Pilots currently on pairings within domicile not previously JA'd are subject to JA/reassignment in inverse seniority order.
 - d. All Check Pilots currently on pairings within domicile previously JA'd are subject to JA/reassignment in inverse seniority order.
 - e. All pilots are subject to reassignment without the restrictions defined in Section 6.C.1. above. Pilots assigned under this provision will be paid Double Time for the legs flown from the open time pairing on the reassigned day. The DT premium will pay above the daily or pairing guarantee.
 - f. All pilots within domicile, including pilots previously JA'd are called and offered pairings in seniority order. Acceptance of the pairing is voluntary.
3. JA General Rules:
- a. No pilot will be JA'd more than twice for an open time pairing in a bid period unless as a volunteer. A pilot is considered to be JA'd when a duty period begins on a day off, regardless of where he is contacted for JA duty (home or on-line).
 - b. A pilot who is JA'd can give away that pairing provided the pilot who is given the pairing is legal and can report at the normal check-in time. A pilot who gives the JA away will retain credit for the occurrence. The pilot who accepts the pairing will be paid the JA premium that the pilot giving away the pairing would have been paid.
 - c. If a JA event causes an illegality, the Company will compensate the pilot for any lost TFP.
 - d. The Company will not involuntarily JA a pilot for more than a two (2) duty period pairing. Once a pilot has completed a JA assignment in domicile on a day off, any additional flying assigned will constitute another JA event.
 - e. If a pilot has been reassigned and such reassignment would trigger JA on the last day of a pairing due to the fact that the pilot has been scheduled to return after the original time, that pilot will, at the pilot's option, be replaced on the last pass through the domicile prior to triggering JA, provided it does not require a JA event for another pilot. A pilot who desires replacement must notify Scheduling at the time of reassignment. All TFP lost by the above procedure will not be paid.

- f. A pilot will not be eligible for a JA assignment after terminating a scheduled Red Eye flight.
- g. Golden Day Off (GDO):
 - i. A pilot may declare up to one (1) day per month and a maximum of eight (8) days per year free from JA excluding: January 1st, Easter, July 4th, the Tuesday-Sunday of Thanksgiving week and the 20th-31st of December. The pilot must declare GDOs prior to the commencement of the bid period.
 - ii. A pilot who has declared a GDO should be considered only as a last resort for reassignments that result in an unscheduled overnight into the GDO. If the only option is to use the pilot with the GDO, the pilot shall be given the option to accept the assignment.
 - a) If the pilot accepts an unscheduled overnight or if the unscheduled overnight is unavoidable, the GDO will be removed so it can be used again at a later date. At the pilot's request, the GDO may be taken during the current month, except as defined in Section 6.C.3.g.i. above.
 - b) If the pilot refuses the unscheduled overnight, they will be returned to domicile within the duty period if flights are available.

SECTION 7: EXCHANGE OF FLYING

A pilot may exchange trips with other pilots utilizing the Trip Trade (TT) and Giveaway (GA) system. The Company facilitates the use of the Trip Trade and Giveaway system, but no flying is added or deleted from the Company's Open Time inventory due to pilots utilizing this system. A pilot may utilize the Enhanced Line Improvement Trip Trade (ELITT) system to trade their flying with open pairings from the Company's Open Time inventory. The restrictions in Section 5.D.2.i. apply unless specifically delineated otherwise in this Section. The pilot must have the appropriate qualifications and currencies as defined in Section 6.B.2.g. for any traded or accepted assignments at the time of the award and the date the pairing or Reserve block begins.

A. TRIP TRADES AND GIVEAWAYS (TT/GA)

1. A pilot will have the ability to pick up trip trades and giveaways in accordance with the following dates and times, which will be indicated in the Crew Management System. Pilots scheduled for training that are deferred to their grace month will be able to give away/trip trade no later than fifty-four (54) hours from when the hard line protest period ends and forty-eight (48) hours from when the blank line protest period ends.
 - a. A hard line holder not scheduled for training may begin trades and giveaways on the 11th of each month at 1600 CT, or as soon as the loading of lines is complete.
 - b. A hard line holder scheduled for training may begin trades and giveaways on the 17th of each month at 1200 CT or when all Training has been scheduled.
 - c. A blank line holder not scheduled for training may begin trades and giveaways on the 20th of each month at 1600 CT, or as soon as the loading of lines is completed.
 - d. A blank line holder scheduled for training may begin trades and giveaways on the 23rd of each month at 1200 CT or when all Training has been scheduled.
2. Trip Trades and Giveaways may be made at any time, subject to the following conditions:
 - a. Trip Trades and Giveaways, once approved, are considered an award.
 - b. For purposes of trading and giveaways, pairings may be broken at any point. A pilot is not eligible for deadhead pay to and from such schedule breaks. Scheduled deadheads may be retained or traded at a pilot's option.
 - c. The Company program will allow multiple, complex trades between two (2) pilots.

- d. Time permitting, the Company will accept jetway trades via telephone. For jetway trades of a single flight at the end of a duty period, in lieu of Section 5.D.2.l., the following rules apply:
 - i. A maximum of fifty-nine (59) FDP hours per rolling one hundred sixty-eight (168) hours.
 - ii. A maximum of one hundred eighty-nine (189) FDP hours per rolling six hundred seventy-two (672) hours.
 - iii. One (1) hour less than Table B FDP limits established in Section 5.D.2.f.
 - iv. Scheduled block time limitations may be reduced to ten (10) minutes less than the applicable FAR 117 block hour (daily and cumulative block) legalities in Section 5.D.2.m., operational conditions permitting.
- e. Trades for International flying must be processed at least one (1) hour prior to departure to comply with U.S. Customs Regulations.
- f. In the event that a pilot's schedule exceeds a limit as defined in Section 5.D.2.l., Trip Trades will only be allowed if: (1) the trade will not result in a greater violation of the particular limit(s) on the same Domicile Day, and (2) no new Section 5.D.2.l. limit violation is created.

B. ENHANCED LINE IMPROVEMENT TRIP TRADE (ELITT)

1. ELITT Inventory: Initially, the ELITT inventory will be comprised of pairings that remain after MOT awards are final. Throughout the bid period, pairings may be added through the normal exchange of pairings in ELITT, or by the Company because of various trip pull reasons (military pulls, jury duty, etc.).
2. ELITT Pairing Inventory Removal: A pairing in the ELITT inventory will be removed fifty seven (57) hours prior to the time bidding for that pairing would close in DOT. DOT bidding closes at 0900 CT the day prior to departure (Refer to Open Time Rules Section 6.B.13.d.).
3. ELITT Inventory Exclusions: Charter flying, a pairing with an unpaid event (e.g., a non-paid deadhead, limo, etc.), a training or Reserve event, or a pairing pulled as an illegal pull are not eligible for ELITT. If a pilot elects to giveaway or keep the entire rig as part of a Trip Trade or Giveaway, the un-rigged pairing will be prohibited from trading in ELITT. The pilot will be alerted that the pairing will be ineligible for ELITT.
4. Pairing Splits: A pairing in the ELITT inventory may be an original whole pairing or a pairing split by Scheduling for MOT. A pairing split for MOT will be optimized for ELITT. A pairing not previously split for MOT or a pairing added after the close of

MOT will not be split until such time as the pairing is removed from ELITT fifty-seven (57) hours prior to the close in DOT at 0900 CT the day prior to departure.

5. Out of Category Trade Restrictions: A pilot trading flying outside of his domicile or seat position will be restricted in ELITT trading as follows:

a. A trade must be between pairings of similar type and within the following TFP comparisons:

- | | | |
|--------------------|-----|---------------------------|
| i. 4 day pairing | <-> | 4 day pairing \pm 6 TFP |
| ii. 3 day pairing | <-> | 3 day pairing \pm 4 TFP |
| iii. 2 day pairing | <-> | 2 day pairing \pm 3 TFP |
| iv. 1 day pairing | <-> | 1 day pairing \pm 2 TFP |

Or

b. The work days in the pairing acquired must equal the total number of work days involved in any combination of pairings given up. These work days need not run concurrently. For example:

- | | | |
|----------------------|------|---------------------------|
| i. 3 day and 1 day | ---> | 4 day pairing \pm 6 TFP |
| ii. 2 day and 2 day | ---> | 4 day pairing \pm 6 TFP |
| iii. 2 day and 1 day | ---> | 3 day pairing \pm 4 TFP |
| iv. 1 day and 1 day | ---> | 2 day pairing \pm 3 TFP |

Provisions in Section 7.B.7. – 11. also apply to Out of Category trading.

6. In Category Trade Restrictions: A pilot trading pairings in his domicile and seat position will have the ability to trade his pairings with the ELITT inventory according to the following rules:

- a. For the bid month, trades must not result in a negative net zero to the number of duty periods in open time due to ELITT for the base and seat where the trade occurs.
- b. A pilot may trade to increase the duty periods on their line without restriction.
- c. A pilot may trade down a net of four (4) duty periods through the ELITT process. Each pilot will have an individual counter for his ELITT transactions. When the counter reaches a negative four (-4), the pilot will be prohibited from reducing duty periods on his line through ELITT until his individual counter is greater than negative four (-4).

For example, a pilot has reached his negative four (-4) restriction, but later trades up via ELITT to gain two (2) duty periods. His counter would now be a negative two (-2) allowing him to trade down again until reaching negative four (-4).

- d. A pilot with an ETOPS pairing that includes Red Eye flying may only trade for a respective ETOPS pairing that includes Red Eye flying.
7. ELITT Trade Basis: ELITT trades will be made on a first come, first serve basis. Seniority will not apply. ELITT trades will be considered “awarded” upon execution. The three hundred sixty-five (365) day and six hundred seventy-two (672) hour block time projections on additional flying set forth in Section 5.D.2.1. will apply to a pilot who increases his block hours through the ELITT process. In the event that a pilot’s schedule exceeds a limit in Section 5.D.2.1., ELITT trade(s) will only be allowed if: (1) the trade(s) will not result in a greater violation of the particular limit(s) on the same Southwest Day, and (2) no new Section 5.D.2.1. limit violation is created. CWA log-in will be limited to one (1) log-on per employee number at a time.
8. ELITT Duties To Cover Percentages:
 - a. On each day, except as defined below, if the number of originating duties to cover in the Open Time pool exceeds three percent (3.0%) within In-Category; the Company will prohibit trades which result in additional open pairings originating on that day.
 - b. On an annual basis, the Company will be allowed to limit ELITT trading on fifteen (15) Friday-Saturday combinations. On those designated days, should the number of originating duties to cover in the Open Time pool exceed two percent (2.0%) within In-Category; the Company will prohibit trades which result in additional open pairings originating on that day. These Friday-Saturday combinations must be designated and made available to pilots on the Bid Packet prior to bidding for the month.
9. The Company may designate a maximum of two (2) weekends described in b. above per month. When a holiday restriction is used on a Friday or Saturday, that weekend is considered one (1) of the two (2) weekends per month, but is not considered one (1) of the fifteen (15) Friday-Saturday combinations at the Company’s discretion. In December, the Company may designate one (1) weekend plus the holiday restrictions in Sections 7.B.10.b.ii., iii. and iv.

10. Holiday Restrictions:

- a. A pilot trading a pairing, which has scheduled flying on Christmas, Thanksgiving or New Year's Day must also acquire a pairing which has scheduled flying on the same day.
- b. The following days will be limited should the number of originating duties to cover in the open time pool exceed the percentages defined below:
 - i. Good Friday, the following Saturday, Easter Sunday, July 4th and the Friday and Saturday following Thanksgiving will be limited to one and one-half percent (1.5%).
 - ii. December 19th and 20th will be limited to two percent (2.0%).
 - iii. December 21st and 22nd will be limited to one-half percent (0.5%).
 - iv. December 23rd, 24th and 26th will be limited to one percent (1.0%).
 - v. Holiday ELITT restrictions must be designated and made available to pilots on the Bid Packet prior to bidding for the month.

11. Duties-To-Cover (DTC):


Duties-To-Cover restrictions are calculated as follows:

Hard lines in the domicile multiplied by the Percentages (as defined in 9. and 10. above) multiplied by the Average Pairing Length for each domicile, rounded by normal convention = DTC for each In-Category.

Example: 261 hard lines x 3.0% = 7.83 x 2.63 (APL) = 20.75 rounded = 21 DTC

12. ELITT Opening:

Pilots may begin ELITT trading on the 25th of the month for the next bid period. In November, should Thanksgiving fall on November 25, ELITT for December pairings will open on November 26. In December, ELITT for January pairings will open on December 26. Trading for each domicile shall begin as follows:



Domicile	Local Time	Central Time
BWI	1000	0900
MCO	1100	1000
ATL	1130	1030
MDW	1100	1100
DAL	1200	1200
DEN	1230	1330
HOU	1300	1300
PHX	1300*	1400
LAS	1300	1500
LAX	1330	1530
OAK	1400	1600

1200 when Dallas is on Daylight Savings Time

13. Red Eye Pairings:

For purposes of Enhanced Line Improvement Trip Trade of Red Eye pairings, the provisions in this Section are based on domicile days. Any limitation, restriction, or reference to duty, duty day, duties, etc. will be based on domicile days.

14. ELITT trades involving a station requiring Supervised Airport Qualifications as defined in the Flight Operations Manual (or its equivalent) may be acquired in accordance with 6.B.2.g.

SECTION 8: RESERVE

A. RESERVE LINES

The number of Reserve lines in each bid category will be equal to a minimum of eight percent (8%) of the first round hard lines of time. One hundred percent (100%) of the required Reserve lines will be posted for bid in the first round. Embedded Reserve RAPs do not count toward the eight percent (8%) minimum.

1. Only Reserve lines which exceed the eight percent (8%) requirement may be posted in blank lines. Embedded Reserve RAPs do not count toward the eight percent (8%) minimum Reserve requirement.
2. Reserve lines will be built with no more than sixteen (16) Reserve days per line in a thirty-one (31) day bid period, no more than fifteen (15) Reserve days in a twenty-nine (29) or thirty (30) day bid period and no more than fourteen (14) reserve days in a twenty-eight (28) day bid period.
3. Blocks of Reserve will not exceed four (4) days. Reserve lines may be built with a carryout block just as a regular line.
4. A minimum of three (3) days off between three (3) or more day blocks of Reserve is required excluding monthly overlap correction.
5. A new hire pilot will not be awarded or assigned a Reserve line or blank line for the first full bid period after initial training is completed. However, a new hire pilot may be awarded a pairing with an Embedded Reserve day.
6. Excluding January and February, multiple day Reserve blocks dropped for any reason except overlap corrections will be placed in open time in accordance with MOT or DOT procedures and if not awarded by this system will not be subject to any POT or JA provisions. Multiple day Reserve blocks that are not awarded will be placed in DOT for subsequent days with the exception that single days are not required to be placed in open time. Reserve days dropped to correct monthly overlap may, at the discretion of the Company, be placed in open time.

January and February Reserve days dropped for any reason may, at the discretion of the Company, be placed into open time, or removed from open time so long as they are removed prior to the close of MOT. Multiple day Reserve blocks that are not awarded may be placed in DOT for subsequent days at the discretion of the Company.

7. At the Company's discretion, Embedded Reserve RAPs may be built as part of the bid lines. These embedded days will not exceed one (1) RAP within a pairing.
8. Embedded Reserve RAPs will be limited to Hawaii and will not be permitted in the contiguous 48 states. By mutual agreement additional stations may be selected.

B. BLOCK AND FLIGHT DUTY HOUR LIABILITY

For purposes of calculating legalities in accordance with Section 5.D.2.1., for Open Time, ELITT, Trip Trades and Giveaways, a Reserve day will be considered to carry the following liabilities:

1. A pilot scheduled for Reserve will carry an assumed FDP liability of nine (9) hours per day of Reserve.
2. Reserve days appearing in blocks of three (3) or less carry a daily liability of six (6) block hours. Reserve days appearing in blocks of four (4) or more carry a daily liability of five (5) block hours.
3. The daily Reserve FDP liability (9 hours) and block hour liability (5 or 6 block hours) will be used in calculating Scheduling Limits set forth in Section 5.D.2.1.
4. FDP and block hour liabilities are assumed to be continuous, with FDP liability beginning three (3) hours after the start of the RAP and block liability beginning four (4) hours after the start of a RAP.
5. Once released from an unassigned RAP on the last day of the block, all FDP and block liability will be removed seven (7) hours from the start of the RAP.
6. Embedded Reserve RAPs, carry a daily liability of nine (9) FDP hours and six (6) block hours. Seven (7) hours after the beginning of the Embedded Reserve RAP, the block and FDP liabilities will be removed.
7. For the purpose of bidding DOT/POT, HOT/POT, and VPF, an unassigned Reserve has no block time or FDP liability for the last day of his current Reserve block. For the purpose of bidding DOT/POT, HOT/POT, and VPF, an assigned Reserve has block time and FDP liabilities of the actual times as displayed in the Crew Management System at the time of the legality check within that award process, plus the projected block and projected FDP.

C. ADDITIONAL AND EXCHANGE OF FLYING

1. Blocks of Reserve days may be traded or given away as scheduled. A pilot with a partial block of Reserve remaining may trade or give away that partial block through the CMS once released from Reserve prior to the days being given away.

2. A Reserve may bid Open Time or pick up from TT/GA and ELITT. The following restrictions apply:
 - a. Flying prior to a day of Reserve will be limited to pairings scheduled to be released from duty eleven (11) hours prior to the Reserve's scheduled RAP.
 - b. A new hire pilot will not be assigned or awarded any Reserve days prior to completion of his first full bid period.
3. Flying following a Reserve day has the following crew rest restrictions:
 - a. On an unassigned Reserve day, crew rest will be calculated to start seven (7) hours from the start of the RAP on the last day of Reserve for pairings awarded in MOT, DOT, and POT.
 - b. For Reserves flying on the last day of Reserve, rest will start seven (7) hours from report time or the release time of the pairing, whichever occurs later for open time awarded in DOT and POT.
 - c. For pairings assigned through any means other than listed in Sections 8.D.6.d. and e. below, the pilot, if unassigned, is required eleven (11) hours of rest from the end of the RAP. If assigned, rest begins seven (7) hours from report time of the duty period or the actual release, whichever occurs later.
4. If a two (2) day pairing is not awarded in the POT process, a Reserve with one (1) day remaining in his Reserve block may be called and offered the two (2) day pairing thereby adding an additional day of duty. If a two (2) duty period, three (3) domicile day Red Eye pairing is not awarded in the POT process, the Company may offer it to a Reserve in a manner to extend his Reserve block by no more than one (1) additional domicile day. The additional day of duty will be paid in accordance with Section 4.N., Premium Pay.

A pilot who accepts such flying may have his Reserve days reduced later in the month by an equivalent number of days. If a Reserve elects to have Reserve days reduced later in the month, the Reserve must advise Scheduling and reach mutual agreement on the day to be dropped at the time of the assignment.

If the Company and the Reserve are unable to reach an agreement on the day to drop, the Reserve will have the option to accept or refuse the assignment. The Reserve day dropped must be either the first or last day of a series of Reserve days. Reserve guarantee will be adjusted by six (6.0) TFP for each day of Reserve dropped.

A Reserve who accepts an additional day of duty as an extension of the Reserve block may not drop Embedded Reserve as referenced in the second paragraph of Section 8.C.4.

5. Should a pilot be called out on Reserve days and become illegal for the DOT/POT, HOT/POT, or VPF, the pilot will be removed from the entire pairing and will not be paid for the awarded open time. The pairing will be returned to the open time process. Should a pilot be called out on Reserve days and become illegal for the previously awarded Monthly Open Time, Trip Trade, Giveaway, and ELITT, the pilot will be paid for the portion of the pairing removed to resolve the illegality.
6. Reserve days acquired in conjunction with an existing Reserve block will not be considered an extension of the Reserve block. The pilot will not be assigned an overnight unless it is mutually agreed upon by the pilot and Scheduling. Reserve blocks that are part of a Reserve line will be combined in the monthly overlap correction process.

D. ASSIGNMENTS

Reserve Callout Order (RCO) is the order of assignment for Reserve Flying.

1. Reserves may be utilized for all scheduled and non-scheduled flying including simulators. In the event a Reserve is utilized for a charter on the last day of a series of Reserve days, the Reserve must be scheduled to return to domicile no later than the last scheduled arrival. Reserves may be assigned flying outside their Bid Group. An ETOPS Reserve can be assigned non-ETOPS flying in accordance with Section 8.D.4.
2. Reserve assignments will be made based on the length of the pairing and the days remaining in the Reserve block. When available, Scheduling will match the length of the pairing to the Reserve's with the same number of days remaining in the Reserve block. For example, if Scheduling has a four (4) day and a two (2) day Reserve pilot and there is a two (2) day pairing in open time, then Scheduling will assign the two (2) day pairing to the two (2) day Reserve pilot.
3. The day prior to the assignment, RCO will apply to pilots who are equal in the number of Reserve days remaining in their respective AM/PM Reserve block to the extent they are legal for the pairing and all future assignments.
4. RCO will be applied as follows within bid category. In-category is defined as Reserves in same domicile, seat, and Bid Group Reserve Block with an equal number of Reserve days remaining within their respective AM/PM RAP. ETOPS Reserves will be considered a separate bid category and will be assigned non-ETOPS pairings only after non-ETOPS Reserve pilots.

A pilot assigned to the EBG, who is awarded a non-EBG Reserve Block, will be assigned in RCO as a non-EBG pilot for that Reserve Block.

- a. All pilots with a Fly preference in order of lowest to highest number of duty periods utilized during the bid period.
 - i. If two (2) or more pilots have a Fly preference and the same number of duty periods utilized during the bid period, then RCO between them will be in seniority order.
 - b. All pilots with a Pass preference in order of lowest to highest number of duty periods utilized during the bid period.
 - i. If two (2) or more pilots have a Pass preference and the same number of duty periods utilized during the bid period, then RCO between them will be in reverse seniority order.
 - c. Pilots will be assigned pairings in RCO from the highest number of duty periods to the lowest number of duty periods of the pairings being assigned
 - d. RCO does not apply to the inbound Reserves.
 - e. An Embedded Reserve in a station will be assigned in RCO based on their Embedded Reserve Preference in the Crew Management System.
5. Rest In Conjunction with Assignment: After a Reserve is in a Reserve Rest Period (RRP) or for current day operations, assignments will be made to pilots who are equal in Reserve days remaining to the extent they are legal for the pairing and all future assignments as follows:
- a. The Reserve with the least remaining RAP will be assigned first.
 - b. Each subsequent pairing will be assigned to the Reserve with the least remaining RAP.
 - c. For Reserves with identical RAPs, assignment(s) will be made in RCO.
6. Pilot Preferences: A pilot will be assigned pairings based on the RCO. A pilot must enter his RCO designation to the Company no later than 0900 CT the day prior. The OWN preference must be entered no later than 2000 CT the day prior and may not be changed for the following day's Reserve flying. Pilot preferences will carry over month to month and will be as follows:
- a. FLY: A pilot prefers to fly at every opportunity. No preference indicated will be considered as a FLY preference.
 - b. PASS: A pilot prefers to pass at every opportunity.

- c. PASS LAST DAY ONLY: A pilot prefers to fly except on the last day of Reserve.
 - d. FLY AM or PM/POT EXTRA DAY: A pilot prefers to fly at every opportunity. This preference will indicate in RCO those Reserves willing to fly an additional day as an extension of the Reserve Block for Premium Pay. The Reserve has the option to accept or decline the assignment. The additional duty day flying will be paid in accordance with Section 4.N., Premium Pay.
 - e. PASS AM or PM/POT EXTRA DAY: A pilot prefers to pass at every opportunity; however, the POT extra day preference will indicate in RCO those Reserves willing to fly an additional day as an extension of the Reserve Block for Premium Pay. The Reserve has the option to accept or decline the assignment. The additional duty day will be paid in accordance with Section 4.N., Premium Pay.
 - f. OWN: A pilot is not permitted to take a pairing from the Reserve starting at 2000 CT the day prior to report. Crew Scheduling is not prohibited from modifying the assignment.
7. A Reserve may give away a complete pairing as assigned by the Company to one (1) or more pilots. The Reserve assignment may be split and given away when the pairing passes through the Reserve's domicile.
- The pairing must be given away from the split to the end of the pairing. Once a pilot(s) accepts the pairing or portion thereof from the Reserve, the assignment shall be considered an award and any modification will comply with the Daily Reassignment Pay as delineated in Section 4.R.1. of this Agreement. The pilot giving away a Reserve assignment remains in Reserve status.
8. Unless the Reserve has an OWN preference indicated, a legal and available pilot may take a pairing from the Reserve at any time prior to the Reserve reporting to the airport. After the Reserve has reported to the airport, the Reserve has the option to fly or relinquish the pairing. If the Reserve relinquishes the pairing, the Reserve will either continue on duty/RAP, be given another assignment, or be released to rest.
9. The last day of a Reserve block will be designated non-RON for Reserve assignments. A Reserve cannot be reassigned into an unscheduled overnight once he has returned to base on the last day without his concurrence. The Reserve may be given the option to fly for a premium for the unscheduled overnight.


However, a Reserve can be reassigned to an unscheduled overnight due to operational necessity if he has not returned to domicile. All other options will be considered prior to placing the Reserve on an unscheduled overnight. If Scheduling is forced to place a Reserve on an unscheduled overnight, the Reserve will be given the option of dropping a Reserve day later in the month at no pay.

The Reserve day dropped must be the first or last day of the block and may be for the following month if the unscheduled overnight is the last Reserve block of the month. If the pilot is awarded a hard line for the following month, the pilot will be compensated an additional six (6.0) TFP.

10. On the last day of a Reserve block, a Reserve will not be scheduled with less than thirty (30) minutes connect time for the last flight that would return the pilot to domicile unless it is scheduled on the same aircraft. Holding a flight to allow for the thirty (30) minute connect is prohibited.
11. Reserves will not be used to originate a pairing other than in their own domicile unless the domicile importing the Reserve is down to one (1) Reserve in the RAP that would be able to fly that pairing. Time permitting, Scheduling will offer the pairing through the OTA (Open Time Alert) system in the following order:
 - a. Pairings may be awarded for straight time in the domicile(s) where the pairing has been imported.
 - b. If unassigned, the Reserve in that domicile(s) will be assigned the pairing.
 - c. Should an imported pairing become available at a later time, the pairing may be imported to another domicile and assigned for straight time or to a Reserve.
 - d. If unassigned, the pairing can be moved to another domicile and awarded through the OTA system.
 - e. Prior to processing the pairing through POT and VPF, time permitting, the pairing will be returned to the original domicile. Otherwise, the pairing may be processed through the POT and VPF processes in the domicile where the pairing was imported.
 - f. If JA is required, time permitting, the pairing will be JA'd in the original domicile first, followed by JA in the domicile where the pairing was imported.
12. An Embedded Reserve returning to the Continental US on an ETOPS flight that operates across 0300 Central Time will be released from deadhead(s) or further duty at the completion of the ETOPS flight at the pilot's request. An Embedded Reserve returning to the Continental US on an ETOPS flight that does not cross 0300 Central Time is only subject to reassignment due to irregular operations and must be returned to his domicile within the same duty period. If the pilot is not reassigned, he will be released at the pilot's request. Pay for the day(s) remaining in the pairing will be guaranteed.

E. RESERVE REST, AVAILABILITY AND DUTY

1. The Reserve Availability Period (RAP) is the period of time when the Reserve must be available for notification and assignments. If unassigned, the RAP may continue for a maximum of fourteen (14) hours. The RAP will commence at the conclusion of the Reserve Rest Period (RRP).
2. An Embedded Reserve may have a RAP scheduled for less than fourteen (14) hours. If assigned, the Reserve is limited to fifteen (15) hours from the start of the RAP or the Table B limits plus four (4) hours, not to exceed the Maximum Duty Period as set forth in Contractual Duty Period Chart (refer to Section 5.D.2.f., whichever is most restrictive. The pilot will be released from the RAP once the last ETOPS flight has departed that the pilot could be legally scheduled to fly within the RAP
3. Reserve Rest Period (RRP): Each Reserve will be scheduled for a minimum of a continuous ten (10) hour RRP between duty periods. The Reserve will be free from any contact by and any requirement to contact the Company for Reserve duty during the RRP.
4. Reserve RAP Change: Reserves may voluntarily have a RAP change. To modify a RAP for the following day, the Reserve must be notified before the end of the current day's RAP. Once a pilot's RAP has started, he may not be called and placed back in rest in order to adjust the RAP that same domicile day A Reserve RAP may not be involuntarily changed except under the following conditions:
 - a. To provide FAR and Contractual crew rest;
 - b. To cover Red-Eye flying. Red-Eye flying on the first day or beyond the originally scheduled end of the Reserve block can only be done voluntarily;
 - c. To avoid JA, other than the first day of a Reserve block and the pairing has been run through the Open Time Process.
5. A Reserve's duty day limits are determined as follows:
 - a. A duty day begins on a RAP and is the most restrictive of:
 - i. Fifteen (15) hours from the start of the RAP; or
 - ii. Table B of FAR Part 117 plus four (4) hours beginning at the start of the RAP; or
 - iii. The Maximum Duty Period Actual (beginning at report time) as set forth in Contractual Duty Period Chart (refer to Section 5.D.2.f.).

- b. For irregular operations, a Reserve may deadhead up to one (1) hour beyond the fifteen (15) hour limit.
 - c. A duty day begins on a pairing in accordance with Section 5.D.2.f.
6. Last Day of Reserve Block:
- a. An unassigned Reserve will be released unless assigned during the first seven (7) hours of his RAP. If assigned, the pilot's duty day will be as per Section 8.E.5.a. above.
 - b. For an AM Reserve Block, a Reserve will not be scheduled to be released past 1800 domicile time, except under the following conditions:
 - i. To complete the last day of an original (hard line/blank line pairing) AM pairing (AM pairings for these purposes only are defined as pairings with a scheduled report time before 0900 domicile time on the first day of the pairing);
 - ii. For a reassignment made on the last day of a pairing caused by irregular operations;
 - iii. To avoid the JA but no sooner than after the pairing has been processed through POT;
 - iv. With concurrence of the Reserve prior to VPF.
-  c. Upon request, an assigned Reserve scheduled to deadhead back to domicile on the last day of the reserve block may be released from the last deadhead in the duty period if the time on duty at the point of projected arrival time into the domicile exceeds nine (9) hours. The pilot may request the release only upon arrival into the station where the last deadhead in the duty period departs. The pilot will be released unless assigned additional flying from the domicile, reassigned at the outstation, or pilots are being asked to remain on their deadheads in accordance with Section 5.S.4.
7. Daily Rest: Reserves will be scheduled for rest in accordance with the chart below. Should a Reserve block-in later than scheduled, reducing a RRP below ten (10) hours, the RAP will be adjusted to allow ten (10) hours of rest.

At the completion of or release from:	The Reserve must receive a minimum RRP of:	Prior to:
RAP	10	RAP
RAP	10	RESERVE DUTY
RESERVE DUTY	10	RAP
RESERVE DUTY	11	RESERVE DUTY

8. Required Rest in one hundred sixty-eight (168) hours: A pilot who is required to have a scheduled thirty (30) hour rest period, as defined in Section 5.D.2.m., before or after a block of Reserve will be scheduled in accordance with the scheduling limits in the following chart. Should a Reserve requiring the rest, block-in later than scheduled, reducing rest below thirty (30) hours, the RAP will be adjusted to provide thirty (30) hours of rest rounded up to the next five (5) minute increment.

At the Completion of or Release from:	The Pilot Requiring Rest Must Receive a Minimum of:	Prior to:
RESERVE BLOCK	30	RESERVE BLOCK
RESERVE BLOCK	31	PAIRING
PAIRING	30	RESERVE BLOCK

- F. Any time a Reserve completes a pairing and returns to domicile, Scheduling will be contacted. At that time, Scheduling will inform the pilot of the pilot's status. A pilot will either be:
1. Given another assignment. Duty time limits must comply with the Maximum Duty Period Scheduled limits as defined in Section 5.D.2.f. of this Agreement;
 2. Continued on duty-if unassigned and with additional Reserve days remaining in the block, the Reserve will be released no later than eight (8) hours after report time. If on the last day of the block, the Reserve will be released seven (7) hours after report time. If called out for an assignment, the Reserve must report back to the airport within a reasonable amount of time but in no case longer than two (2) hours; or
 3. Released to rest or released from the Reserve block.

G. CONTACT AND REPORTING

Reserves are responsible for ensuring that Scheduling has a contact telephone number. A Reserve will be required to maintain the following telephone availability on days of Reserve:

1. A Reserve pilot must be able to report to the pilot lounge within a maximum of two (2) hours of notification. In the event that situations arise where less than two (2) hours notification is given, the pilot will be expected to make the report time as soon as possible. A Reserve called out with less than three (3) hours from departure, based on their ability to report, will be reimbursed for close-in parking expenses through Domicile Management.



A Reserve will not be required to be telephone available during any Reserve Rest Period (RRP) or while in rest during a Reserve assignment as required by the contract or the FAR's. A Reserve must maintain telephone/~~pager~~ availability once assigned a pairing until report time for that pairing except during his RRP. If a Reserve is contacted between the time a pairing is assigned and report time, Scheduling may change the assignment. After reporting for a pairing, a Reserve pilot's telephone/~~pager~~ availability and responsibility for contact is the same as a non Reserve pilot's availability and responsibility for contact on a pairing. A Reserve pilot may be reassigned in the same manner as a non Reserve pilot.

2. An Embedded Reserve must be able to report to the airport within a maximum of two (2) hours of notification. In the event that situations arise where less than two (2) hours notification is given, the pilot will be expected to make the report time as soon as possible

H. APPLICATION OF EMBEDDED RESERVES

An Embedded Reserve will only be assigned to Hawaii flying or other International destinations mutually agreed upon between the Company and the Association.

SECTION 9: VACANCIES

A. GENERAL

1. Every pilot, regardless of seniority, must maintain bids for all equipment, crew position and domicile listings on the "Southwest Airlines Master Equipment and Domicile Bid" (hereinafter referred to as the "Master Bid"). In domiciles with ETOPS, and non-ETOPS flying, an ETOPS vacancy bid will be considered a separate choice. Each newly hired pilot will submit a Master Bid prior to completion of initial training.
2. A pilot may revise his Master Bid at any time. Every change to the Master Bid will have the date/time automatically recorded.
3. Each Master Bid will have provisions so that a pilot may bid on a contingency basis based on percentage position from the top of the seniority list for a specific domicile, equipment, and crew position.
4. The Company will publish notice of a vacancy bid electronically not less than thirty (30) days prior to closing. The final vacancy bid will be posted not less than seven (7) days prior to closing. Such bid will include the date that the bid is effective, the date any required training will commence, the number of vacancies, the type of equipment, the date of closing, and other relevant information. At closing, these vacancies will be awarded from Master Bid choices on file at the time of closing.
5. The results of each vacancy bid will be posted electronically. The Protest Period for a vacancy bid ends twenty-four (24) hours from the final vacancy award posting. All vacancy bids become effective upon completion of the lead out pairing.
6. Planning may move up to thirty percent (30%) of designated Lance Captains in a domicile to hold a Captain line for one (1) bid period provided such move up does not create a subsequent First Officer vacancy in that domicile for that bid period. The bid will be voluntary in seniority order.
7. New vacancies not subject to Domicile Right of Return provisions that are posted for bid as well as all secondary vacancies left open by successful bidders will be available to all pilots in the system. No pilot will be involuntarily displaced from a domicile, equipment or crew position except as provided herein.
 - a. In the event that a reduction in crews occurs in a domicile, this reduction will be posted as an equipment and domicile bid, and the Master Bids on file at the time of closing will govern.

- b. If an insufficient number of pilots have bid to leave the base, the most junior pilots will be displaced. Pilots so displaced may displace pilots in other domiciles where no vacancy exists based on their system seniority, thereby causing a secondary displacement.
8. A pilot who changes domiciles as the result of a successful vacancy bid will be scheduled for twelve (12) hours of crew rest in either his old domicile or in his new domicile and will be scheduled to allow time to commute to the new domicile or overlap correction split point. Further adjustments needed based on unique circumstances may be requested through the domicile Chief Pilot. Such adjustments will be pulled at no pay. Deadheads added to return the pilot to the pairing will be paid in accordance with monthly overlap deadhead procedures.

B. INVOLUNTARY DISPLACEMENT PROVISIONS

1. A pilot will be considered displaced if:
 - a. The Company eliminates all positions in a bid status (i.e. domicile, equipment or crew position), in which case any pilot holding a position in such bid status shall be considered displaced; or
 - b. The Company reduces the number of positions in a bid status (i.e. domicile, equipment or crew position) in which case, to the extent necessary to accomplish the reduction, the pilots within the bid status being reduced who have the least system seniority shall be considered displaced, to include secondary displacements.
2. Involuntary displacement provisions will be paid in accordance with Section 10.C.
3. A pilot who has been involuntarily displaced will, upon request, be entitled to up to two (2) days travel time prior to the pilot's first assignment in the new domicile for vacancy shifts between domiciles. If a pairing adjustment is required to provide the pilot a day(s) free of duty, the Company must be notified by the conclusion of the overlap adjustment period. Flying pulled to accommodate the request will be pulled at no pay. Deadheads added to return the pilot to the pairing will be paid in accordance with overlap deadhead procedures.

C. DOMICILE RIGHT OF RETURN (DRR) PROVISIONS

1. Pilots displaced from their highest vacancy bid selection in their current seat but who remain in the same seat and aircraft type, will be eligible for Domicile Right of Return privileges.

2. Pilots eligible for Domicile Right of Return shall have access to fifty percent (50%) of the available primary published vacancies in which they are eligible, rounded down.
3. Prior to running the vacancy award process, DRR pilots will be assigned to the DRR available vacancies in system-seniority order to the domicile where they have DRR rights.
4. A successful DRR placement and subsequent award will expire any rights to that domicile.
5. A pilot unable to hold his DRR placement is not considered displaced and will maintain his DRR rights.
6. Pilots who take a paid move in accordance with Section 10 shall forfeit DRR eligibility.
7. To maintain DRR eligibility, the pilot must not change the order of his vacancy bid. DRR eligibility will be forfeited if the pilot modifies his vacancy bid in any way. The Company will warn electronically or take other measures to prevent a pilot from forfeiting his DRR unintentionally.

D. VOLUNTARY VACANCY CHANGE FROM CAPTAIN TO FIRST OFFICER

1. A Captain who bids back to a First Officer and does not want to participate in the Lance Captain program must inform the Company by submitting his preference via the CMS. This selection must be done before the Vacancy award so the Company has accurate information to calculate which pilots are eligible for Lance Captain designations. Once a pilot's position is changed to a First Officer, all training will be completed as a First Officer in accordance with the Flight Operations Training Manual (FOTM).
2. These pilots will be bypassed in future vacancies for a Captain position or Lance Captain designation until such time as the pilot changes his election via the CMS and is assigned a Captain position or designated as a Lance Captain through the Vacancy process.
3. If the pilot has voluntarily changed from a Captain to a First Officer and later decides to change his vacancy bid and is awarded a Captain line, the pilot will be required to complete training as a Captain in accordance with the FOTM. Depending on the level of training required, the Company will have two (2) bid periods after the final vacancy results are posted to schedule the required training. However, if the pilot is required Captain Upgrade requalification training, he will be scheduled in the first available planned Captain Upgrade class.

E. VACANCY LOCKS

Involuntarily displaced pilots will not incur any lock due to their displacement and subsequent award. A lock will not prohibit a First Officer from bidding and being awarded a Captain position.

1. Seat Locks

- a. A captain who voluntarily bids back to First Officer is locked in the seat for four (4) bid periods.

2. ETOPS Locks

- a. A pilot who successfully bids into an EBG will be locked in that award for a period of six (6) bid periods. The lock will apply so long as the ETOPS training consists of a multiday training event.
- b. The lock will be removed from a pilot involuntarily displaced from the EBG.
- c. A new hire will not be locked into an EBG in his vacancy award if they are his last vacancy preference(s).
- d. If there are EBGs in multiple domiciles, locked EBG pilots will be permitted to bid between the domiciles in the vacancy bid.
- e. At the Company's discretion, ETOPS locks may be removed before their expiration date.

3. International Domicile Locks

- a. Until the Company requires International Training to encompass more than a DL or International Training as part of CQT, no locks will apply.
- b. Once International Training is expanded to include specific multiple day International Training (i.e. ground school and/or simulator) a pilot who successfully bids into an International Domicile will be locked in that award for six (6) bid periods.
- c. The lock will be removed from a pilot involuntarily displaced from the International Domicile.
- d. At the Company's discretion, International Domicile locks may be removed before their expiration date.

- e. A new hire will not be locked into any International Domicile(s) if those domicile(s) are his lowest vacancy preference(s).
- f. If there are multiple international domiciles, pilots locked in an International Domicile will be permitted to bid between the International Domiciles in the vacancy bid.

SECTION 10: MOVING EXPENSES

- A. A newly established domicile will be considered to be a "new domicile" for a period of twelve (12) consecutive months. Flight crews transferred during such period will be considered as transferred at Company request and their moving expenses will be paid by the Company per Section 10.E.
1. If the number of vacancies for a given seat/base is equal to or greater than seven percent (7%) of the current number of pilots in that seat/base, then it will be considered a "newly established domicile" for purposes of this Section.
 2. If the number of vacancies for a given seat/base is equal to or greater than fifteen percent (15%) of the current number of pilots in that seat/base, in a three (3) month period then it will be considered a "newly established domicile" for purposes of this Section.
- B. Pilots who are recalled from furlough into a base other than their last assigned base will be moved at Company expense, per Section 10.E.
- C. Pilots that have been involuntarily displaced will be eligible for either:
1. One (1) paid move from the domicile from which he was displaced. Should a pilot be displaced multiple times within twelve (12) months, and prior to electing to move from the domicile from which he was originally displaced, the pilot will be eligible for a move from the original displacement domicile if the pilot has not elected to take temporary living expenses as defined below in the new domicile where he has elected to move;
 - or
 2. In lieu of a Company-paid move, a pilot who has been involuntarily displaced will be eligible for Company reimbursement of hotel accommodations up to one (1) night per number of pairings in his original line. The pilot will secure his accommodations. Upon submission of the receipt to the base coordinator, the pilot will be reimbursed for actual room costs not to exceed eighty-five dollars (\$85.00). A displaced pilot will be eligible for reimbursement for a period of up to three (3) months. These rules will also apply to Reserve pilots with the following exception: A Reserve will be eligible for up to two (2) nights' reimbursement per number of Reserve blocks in his original line.
 - a. If a pilot is involuntarily displaced from a domicile, he may choose between three (3) months of paid temporary living expenses or a paid move.

- b. A pilot placed in another domicile due to a contingency bid is not considered involuntarily displaced.
 - c. Once a pilot submits an expense report for temporary living expenses, the pilot may not choose a paid move unless he is displaced again.
 - d. Only the months immediately following the displacement are eligible for temporary living expenses. A pilot may not defer temporary living expenses to a later month.
 - e. Once a pilot returns to the original domicile he was displaced from or a higher choice, he is no longer eligible for temporary living expenses.
 - f. If a displaced pilot alters his bid in such a way that precludes him from returning to his original domicile, he is no longer eligible for temporary living expenses. (For example, a pilot moves his new domicile to a higher vacancy bid choice than his original domicile.)
 - g. If a displaced pilot is displaced again within the three (3) month bid period, he will be eligible for one (1) additional month of paid expenses.
 - h. The number of paid overnights will be determined by the bid line awarded prior to any overlap adjustments or other schedule changes. One (1) overnight will be counted for each hard line pairing. A Reserve will be eligible for up to two (2) nights' reimbursement per number of Reserve blocks in his original line.
 - i. If a Reserve line holder gives away his Reserve blocks and picks up hard line flying, the pilot will be eligible for one (1) overnight per pairing only in the domicile of his original bid line award.
 - j. The paid overnights may only be used in the domicile of the bid line award.
 - k. In the event of a trade or give away, the paid overnight eligibility will not be transferred to the other pilot.
 - l. Eligible pilots must have expense reports turned in to their Crew Base no later than the 15th of the month following the first month of his new assignment.
- D. Successful bidders on a vacancy bid will pay their own moving expenses except as provided elsewhere in this Agreement.
- E. Pilots eligible for Company paid moving expenses under the provisions of this Section will be reimbursed per the following provisions:

1. Actual moving expenses, including packing, unpacking and insurance for household effects, to eighteen thousand (18,000) pounds including up to sixty (60) days of storage. Normal and customary third party charges for actual moving expenses will include the disconnecting, disassembly, assembly, installation, or adjustment of electrical wiring, equipment, plumbing or appliances. Any item of personal property may be included unless an additional surcharge or separate fee is charged for the item, in which case the excess charges will not be paid by the Company. This move may be accomplished in two stages.
2. A pilot will be reimbursed for moving expenses associated with a self-move not to exceed the equivalent cost of a commercial move. Expenses will be substantiated by receipts.
3. Twenty-four cents (\$0.24) per mile or Company policy, whichever is greater, for the first vehicle, and eighteen cents (\$0.18) per mile for the second vehicle, based on the shortest AAA mileage between the old and new domicile. Pilots will be allowed to ship vehicles. If the automobile is shipped, the Company will pay the shipment charges up to the allowable mileage provided herein.
4. Actual expenses (within reason, supported by receipts) for meals and lodging en route for the pilot and members of his dependent family.
5. Travel time will be allowed at the rate of one (1) calendar day for each three hundred fifty (350) miles or fraction thereof plus one (1) additional day on each end of the move.
6. For each day of travel time, a pilot will receive pay for all lost TFP, or three (3.0) TFP per day, whichever is greater.
7. The Company will pay for the move from a pilot's present domicile or residence to the new domicile, whichever is less. For the purposes of this paragraph, "domicile" will be defined as a location within two hundred (200) highway miles of the crew base or a location which is a Southwest city that is not greater than the equivalent of one and one-half (1.5) TFP from the crew base. If the pilot elects the trip equivalent move, the move location must be within fifty (50) highway miles of the online airport.
8. In the event the Company elects to open a Domicile outside of the contiguous 48 states, the Company and SWAPA agree to meet and negotiate a list of covered cities that will qualify for the paid move as described in Section 10.E. prior to opening the new domicile.
9. The Company's obligation for a paid move to the new domicile will terminate if not used within twenty-four (24) months of the award date. The move will commence on the date when the mover loads the household effects where the move originates.

SECTION 11: VACATIONS

A. GENERAL

1. The calendar year will be divided into fifty-two (52) or fifty-three (53) seven (7) day blocks, starting the first Sunday in January. A pilot assigned the last block will not be considered to have deferred his vacation.
2. The criteria for computing the number of seven (7) day blocks per calendar year are as follows:
 - a. The Captain and First Officer Seniority Lists will be computed individually for each domicile.
 - b. In computing the Captain list for each domicile, the total number of seven (7) day blocks is computed by multiplying the number pilots eligible for only seven (7) days vacation by one (1), only fourteen (14) days by two (2), etc. The entire list is then totaled and multiplied by ninety-five percent (95%). This number will then yield the total number of seven (7) day blocks to be distributed throughout the year for that particular list. The Company must post for bid a minimum of six percent (6%) of the accrued vacation periods in each bid period; twenty-six and three-tenths percent (26.3%) during June through August; and eight and eight-tenths percent (8.8%) during the month of November and the month of December.
 - c. In computing the First Officer list for each domicile, the total number of seven (7) day blocks is computed by multiplying the number pilots eligible for only seven (7) days vacation by one (1), only fourteen (14) days by two (2), etc. The entire list is then totaled and multiplied by one and five-hundredths (1.05). This number will then yield the total number of seven (7) day blocks to be distributed throughout the year for that particular list. The Company must post for bid a minimum of six percent (6.0%) of the accrued vacation periods in each period; twenty-three and one-half percent (23.5%) during June through August; and eight and three-tenths percent (8.3%) during the month of November and the month of December.
 - d. For computation only, a pilot with total credited days vacation which do not correspond to seven (7) day blocks, will have credited vacation days rounded accordingly (i.e., a ten (10) day vacation will be counted as one (1) seven (7) day block for computation). For example, a pilot with sixteen (16) vacation days would have two (2) weeks of vacation. Nine (9) days would be associated with the last round of vacation bidding.
3. All aspects of this Section apply equally to Vacation Relief and Reserve line holders including the ability of Reserve line holders to drop Reserve days outside the vacation block without Company concurrence.

4. A pilot may convert an awarded vacation week to a floating vacation by 1200 CT the first (1st) of the month prior to the scheduled vacation (i.e. a pilot with an April vacation must convert the vacation by March 1st).
5. The original vacation bid results will be posted electronically.
6. A pilot will be paid for vacation at the rate of pay for the status he is flying during the bid period(s) of his vacation.
7. The year in which a pilot retires or leaves employment with the Company, he will be paid for vacation accrued during that year and any vacation remaining from the previous year.
8. Pilots on leave of absence due to OJI may convert/exchange their awarded vacation week(s) for a floating vacation.

B. VACATION ACCRUAL

Vacations will not be cumulative, and a vacation to which a pilot becomes entitled on December 31st of any year will be forfeited unless taken during the following calendar year.

A pilot will be entitled to and will receive vacation with pay as follows:

1. A pilot who, as of December 31st of any year, has had less than one (1) calendar year of credited service with the Company will be entitled to a vacation on the basis of one and one sixth (1 1/6) days for each month of credited service.
2. Vacation days will be accrued at the following rates:
 - a. As of December 31st of any year, a pilot who has had one (1) year or more of credited service but less than five (5) years of credited service will receive fourteen (14) days.
 - b. As of December 31st of any year, a pilot who has had five (5) years or more of credited service but less than ten (10) years of credited service will receive twenty-one (21) days.
 - c. As of December 31st of any year, a pilot who has had ten (10) years or more of credited service but less than eighteen (18) years of credited service will receive twenty-eight (28) days.
 - d. As of December 31st of any year, a pilot who has had eighteen (18) years or more of credited service will receive thirty-five (35) days.

3. For purposes of computing vacation, fifteen (15) days or more of credited service in a calendar month will be considered a full month and less than fifteen (15) days will not be considered.

C. VACATION NOTICE, BIDDING AND AWARDS

1. Vacation Bidding Schedule:

ROUND	OPENS*	CLOSES*	Award Time	Protest Period
First	September 1	September 14	1800 on 14th	Closes at 1200 on 16th
Second	September 17	September 23	1800 on 23rd	Closes at 1200 on 25th
Third	September 26	October 2	1800 on 2nd	Closes at 1200 on 4th
Fourth	October 5	October 11	1800 on 11th	Closes at 1200 on 13th
Fifth	October 14	October 20	1800 on 20th	Closes at 1200 on 22nd

*All rounds open and close at 1200 noon Central Time.

Each round of bidding will be completed for the entire Seniority List before a subsequent round is posted for bid. When a seven (7) day block is filled, it will be removed from bidding in subsequent rounds.

2. A pilot will bid for vacation with respect to position and base held at the time the first vacation round is posted.
3. If a pilot elects to split vacation, it will be in periods of not less than seven (7) consecutive days each. The second, third, fourth, and fifth periods of vacation will be granted in the order of seniority at the domicile at which that pilot is based, and only after the first, second, third, and fourth periods of vacation for more junior pilots have been granted respectively.
4. Any vacation periods not bid or assigned or vacation periods that become available for any reason shall be posted as they occur.
5. A pilot may bid for and be awarded multiple floating vacations in any round of vacation bidding.
6. A pilot transferring into a domicile or changing crew position status within a domicile for any reason after any or all vacation results have been posted will retain the previous bid and assigned vacation period.

D. FLOATING VACATION

1. Designation: Yearly Floating Vacation Designation

A pilot with two (2) or more weeks of vacation is allowed to bid any or all weeks as floating vacation(s).

2. Bid: Monthly Floating Vacation Bid

Bidding and using a floating week:

- a. The Company will post projected available weekly floating vacation slots electronically for the next year no later than November 1st the year prior to the new calendar year. No less than one (1) available slot per week per month per seat in each domicile will be made available. The period incorporating Thanksgiving Day and the last two (2) vacation weeks of December are black-out periods. When the year has fifty-three (53) weeks, the last three (3) weeks of December are black-out periods. In domiciles with two hundred (200) or more hard lines, no less than two (2) slots per week per seat per bid period will be made available.
- b. A pilot with floating vacation available may bid an available seven (7) day vacation block in his respective domicile and seat until the bid is closed and awarded at noon (1200) Central Time on the first (1st) of the month, one (1) month prior to the vacation. Awards for February will be awarded at noon (1200) Central Time on January 2nd. The Company will post available seven (7) day blocks of vacation for bid each month by pilots holding Floating Vacations designated in the yearly vacation bid process. This will be done electronically through Crew Management System (CMS) and will be available continually from the first of the year.
- c. Floating vacation bidding will be conducted as follows:
 - i. Floating vacation slots will be published no later than the posting of the monthly bid packet two (2) months prior to the vacation month;
 - ii. Floating vacation bidding will close at noon (1200) Central Time on the first (1st) of the month, one (1) month prior to the vacation;
 - iii. Floating vacation awards will be posted by 1800 Central Time on the first (1st) of the month, one (1) month prior to the vacation. Awards for February will be posted by 1800 Central Time on January 2nd;

iv. The protest period for floating vacations will end twenty-four (24) hours after the awards are posted.

d. If a pilot is unsuccessful in bidding a floating vacation week, he may bid again in later bid periods during that calendar year.

3. Line Adjustment: Floating Vacation Monthly Line Adjustment

After the pilot's monthly bid award is final, the pilot will drop the pairing within the floating vacation week. A pairing may not be split. If the vacation slot overlaps only one (1) pairing, this will then require a shift of the vacation in order to encompass the complete pairing. If the vacation slot overlaps more than one (1) pairing, the shift would be made to drop the pairing with the least number of pay trips.

4. Cash In: Floating Vacation Cash In

a. The pilot has the option to “cash in” his floating vacation for pay at any point during the calendar year prior to being awarded a specific vacation slot. A pilot may at any time exercise his cash in option via CMS.

b. A cash-in request received by Crew Planning no later than ten (10) calendar days prior to the next pay day (5th and 20th) will be paid on the next payday. Request for cash in will be available via electronic method on CMS or similar electronic means.

c. Automatic Cash In: A floating vacation not used or cashed in during the year will be paid on the December 20th pay check.

E. VACATION CHANGES (TRADES, SHIFTS, ADJUSTMENTS)

1. Vacation Trades:

Pilots may trade vacations within the following constraints:

a. Trades must be seat specific.

b. Trades may be within or between domiciles.

c. Vacation blocks traded must have an equal number of days. Blocks may be split into no less than seven (7) day increments (Sun-Sat) for trade.

d. Vacations must be within the same calendar year.

e. Vacation trading for the next year will begin on November 1st.

- f. A trade must be completed via CMS prior to noon (1200) Central Time on the first day of the bid period immediately preceding the month the vacation trade would be effective (i.e., by noon on March 1st for an April vacation trade).
- g. A pilot may trade his vacation with any open/unassigned vacation week(s) via CMS on a first come, first serve basis. These weeks will be available via CMS beginning no later than November 1st of the year prior to the year in which vacations are being used.

2. Vacation Shifts

A pilot may shift the first day of a vacation period by up to three (3) days provided it does not incur an increase in TFP drop or cause him to receive vacation on a Flight Operations designated holiday (New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day). If it increases the TFP drop or he shifts the vacation to include a Flight Operations designated holiday it must be mutually agreed upon between the pilot and the Crew Planning. The shift must encompass an entire pairing. No overlap may remain after shifting the vacation.

3. Vacation Splits

- a. When a pairing overlaps at the beginning or end of a vacation period, the following will apply:
 - i. Shows at or prior to 1100: A pilot on a pairing that shows at or prior to 1100 domicile time on the day prior to beginning vacation must be scheduled to block in to the pilot's domicile by 1930 domicile time the day before vacation begins.
 - a) If the pilot's pairing is not scheduled to block in to domicile by 1930, the pilot will be pulled off the pairing the last time the pairing passes through the domicile after 1200 but by 1930 the day prior to the start of vacation.
 - b) Pairings which do not pass through the domicile as stated in Paragraph 3.a.i.a). above will be broken in order to facilitate timely recovery of each pilot to block in to the domicile by 1930 domicile time.
 - c) If a pilot is assigned an unscheduled overnight, rules as delineated in 3.a.ii.b). will apply.
 - ii. Shows after 1100: A pilot on a pairing that shows after 1100 on the day prior to beginning vacation must be scheduled to block in to the pilot's domicile by 2400 domicile time the day before vacation begins.

- a) If the pilot's pairing is not scheduled to block in to domicile by 2400, the pilot will be pulled off the pairing the last time the pairing passes through the domicile after 1800 but by 2400 the day prior to the start of vacation.
- b) Pairings which do not pass through the domicile as stated in Paragraph 3.a.ii.a). above will be broken in order to facilitate timely recovery of each pilot to block in to the domicile by 2400 domicile time.

Connect times on other than the same aircraft will follow the same criteria that the Company uses in positioning pilots for pairings but in no case less than forty (40) minutes. If he does not return by 2400 domicile time and receives an unscheduled overnight, the pilot will have the option of extending his current vacation by one (1) day or by adding one (1) day to his next vacation block. In addition, the pilot will be paid ADG for the unscheduled overnight. If extension of the vacation creates an overlap at the end of the vacation, and the pilot elects to fly the pairing, he will be paid an additional three and three-quarters (3.75) TFP. If the pilot takes the vacation day, the overlap will be adjusted according to vacation overlap procedures and he will be paid the greater of the additional trip loss or three and three-quarters (3.75) TFP per day.

- iii. All TFP lost by the above procedures will be paid by the Company. Deadheads will not normally be paid unless they are part of a bid pairing. For the purpose of computing Duty Hour Rig (DHR) pay, the pilot will be considered to be on duty until the pilot is released in domicile before his vacation. After his vacation, DHR begins at report time.
- iv. The Company will schedule a pilot to return to that pilot's pairing following vacation in a timely manner.
- v. Flight time scheduled within a vacation and not flown will not be included in calculations of flight time legalities for flight time scheduled and/or flown outside of the vacation period.

Flights or series of flights scheduled outside of a vacation that are paid but not flown due to an overlap conflict at the beginning or end of the vacation will not be considered when calculating block hour legalities outside of the vacation period.

A pilot awarded a first round line has until 1200 on the thirteenth (13th) of each month to advise Crew Planning via standing preference or phone call of his election to drop the remaining flying or Reserve days without pay. A pilot who prefers to keep the flying outside of his vacation must submit this preference by 1200 on the 11th of each month.

A pilot awarded a vacation relief line or Reserve line in the second round of bidding must contact Crew Planning via standing preference or phone call no later than 1200 on the twenty-second (22nd) if the pilot elects to drop the remaining flying without pay. A pilot who prefers to keep the flying outside of his vacation must submit this preference by 1200 on the 20th of each month. This applies to Reserve lines or blocks within the second round.

4. Other Uses for Vacation

a. Leave of Absence

With Chief Pilot concurrence, for instances which are of a serious nature, the pilot may elect to drop trips at no compensation or utilize a seven (7) day vacation block of the pilot's choice, beginning with the first day of such vacation block. Should a pilot wish to use less than a seven (7) day block, then the entire seven (7) day block that is being split will carry a daily valuation of three and three-quarters (3.75) TFP regardless of trips pulled or when taken. If the entire seven (7) day block is utilized, the pilot will be paid the greater of the daily valuation rate of three and three-quarters (3.75) per day or TFP pulled. The pilot will utilize vacation days beginning with the first day of the vacation block.

A vacation cannot be moved up to create a vacation overlap. The vacation must be slid to wholly contain conflicting pairings.

A vacation whose overlap has already been adjusted is not eligible for a move up.

- b. With approval from the Chief Pilot, a pilot may borrow accrued vacation from next year for emergency uses in the current year if the pilot no longer has vacation available in the current year.

SECTION 12: LEAVES OF ABSENCE

A. EMERGENCY LEAVE

1. In the event of an immediate family member's death, the Company will grant a pilot up to four (4) days leave with pay for trips missed. Immediate family members are defined as the pilot's: mother, father, step-mother, step-father, spouse, eligible Committed Partner or eligible Registered Partner, child, step-child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or mother, father or child of the pilot's eligible Committed Partner or eligible Registered Partner. If additional days are required, such days may be taken without pay or deducted from the pilot's vacation time.
2. With Chief Pilot concurrence, for instances which are of a serious nature, the pilot may elect to drop trips at no compensation or utilize a seven (7) day vacation block of the pilot's choice, beginning with the first day of such vacation block.

Should a pilot wish to use less than a seven (7) day block, then the entire seven (7) day block that is being split will carry a daily valuation of three and three-quarters (3.75) TFP regardless of trips pulled or when taken.

If the entire seven (7) day block is utilized, the pilot will be paid the greater of the daily valuation rate of three and three-quarters (3.75) TFP per day or TFP pulled. The pilot will utilize vacation days beginning with the first day of the vacation block. A vacation cannot be moved up to create a vacation overlap. The vacation must be shifted to wholly contain conflicting pairings. A vacation whose overlap has already been adjusted is not eligible for a move up.

With approval from the Chief Pilot, a pilot may borrow accrued vacation from next year for emergency uses in the current year if the pilot no longer has vacation available in the current year.

B. SICK LEAVE

1. Accrual:

Each pilot will accrue one (1.0) TFP of sick leave credit for each ten (10.0) straight time TFP cumulative up to a maximum of one thousand six hundred (1,600) TFP of sick leave credit. Fractional sick leave credit will be computed (i.e., 95 trips = 9.5 sick leave credit TFP). Sick leave credit for premium trips will be accrued at straight pay. Sick leave credit will accrue for all paid trips, except while on sick leave.

2. The Company will be responsible for maintaining a record of sick leave accrual and payment. Sick leave records will be made available to pilots.

3. A pilot furloughed due to reduction in force will retain sick leave credit accrued prior to furlough in the event of recall within the period set forth in Section 22, Reduction in Force, Furlough and Recall.
4. Sick leave will not be payable upon termination. Upon retirement, sick leave may be traded for continued medical coverage under any coverage option of the flexible benefits portion of the health plan, including optional dental, at the rate of one (1) month coverage for each ten (10.0) TFP accrued or until federal Medicare eligibility age as defined in Section 14, Insurance and Loss of License, whichever occurs first.
5. Pay for sick leave will be on the basis of trip pay lost due to sickness or injury. Weekly Indemnity Pay under Worker's Compensation Insurance applicable to the same period of absence will be deducted from the sick leave pay.
6. A pilot who will be unable to fly because of illness or injury will promptly notify Scheduling. Said pilot will be entitled to use accrued sick leave. If a pilot calls in sick for in the morning for a multiple day pairing, the pilot can return to the pairing at the earliest point either in his domicile, within contractual Split Points in each domicile or otherwise, if mutually agreed upon. A pilot returning to a pairing from sick leave will not be compensated for deadheads.

If a pilot calls in sick in the afternoon for a multiple day pairing, the pilot can return to the pairing on a subsequent day at the earliest point either in his domicile, within contractual Split Points in each domicile, or otherwise, if mutually agreed upon. If a pairing is awarded through the open time system, the pilot will not be able to rejoin the pairing.

7. A pilot not flying an assigned line for the bid period will be paid and charged the number of TFP scheduled flying or Reserve duty (appropriate rate) which the pilot fails to perform as a result of illness or injury.
8. A pilot on sick leave during the bidding period and projected to be on extended sick leave for the entire bid period will bid a line ("paper bid") for pay purposes. A pilot must make his intention to paper bid in writing or via computer (for pay only) by bid closing. The pilot may use, at the pilot's option, a minimum of fifty percent (50%) of the bottom line TFP total for the awarded bid line as sick leave.
 - a. A pilot who is paper bidding must notify Crew Payroll of pay intent not later than the tenth (10th) day of the bid period.
 - b. Overlaps will not be paid and legalities will not be considered.
 - c. A pilot scheduled for vacation during a period of a paper bid will have the period of scheduled vacation treated as vacation and paid under the vacation rules established in Section 11 of this Agreement. The remainder will be paid as sick leave. Sliding of vacation will not be allowed.

- d. A pilot on extended sick leave will have the option of taking a minimum of fifty percent (50%) of the bottom line TFP total for the awarded bid line as sick leave.

Since this reduced use of sick leave will have the effect of extending the pilot's health care benefits and lengthening the time period until the actual last day paid, it is agreed that the pilot will pay a prorated portion of the insurance premium during this extension period. For calculation purposes, the vacation balances, initial sick leave balance and actual sick leave used, will be determined based on the pilot's last day actively at work prior to the use of sick leave for the particular incident which caused the leave of absence. This extension period will not apply to occupational injury leaves.

The pilot's extension period and insurance premiums associated with the extension period will be calculated and administered in the following manner:

- i. When a pilot goes on sick pay status (first day of extended sick leave) an artificial last day paid (ALDP) will be calculated as follows:

The balance of all of the pilot's accrued sick leave trips, if any, on the last day actively at work will be divided by ninety-five (95) trips to equal an artificial month's pay. Each artificial month of pay will be applied to the last day actively at work (A month begins on any day in a given calendar month, and ends on the same numbered day in the next calendar month. If the calendar month does not have the same numbered day, the month will end on the last day of that calendar month). Each fraction of a month will be converted to days (fractions of a day will be rounded up to equal one (1) day) and applied to each calendar day. In addition, all accrued vacation days, if any, that will be used during the leave of absence will also be applied to each calendar day. The last day for which accrued sick and vacation time were applied shall be the pilot's artificial last day paid. After the ALDP date, the insurance extension period begins and the pilot will pay a portion of the premium expense.

- ii. When the pilot actually reaches the ALDP, the Company will compute the "percentage of sick leave trips used" (PSLTU) by the pilot from his last day actively at work.

$$\text{Percentage of sick leave trips used} = \frac{\text{Actual Sick Leave Used}}{\text{Initial Sick Leave Balance}}$$

- iii. After the date of the ALDP, the pilot will then pay a prorated percentage of the applicable monthly medical/dental insurance premium for the balance of the extension period (until the exhaustion of all sick leave) that is equivalent to one hundred percent (100%) minus the PSLTU as described above. Monthly insurance premiums are defined as the COBRA rates determined by the Company on an annual basis. These rates are adjusted as of January first (1st) of each year. If the pilot is currently enrolled in a medical/dental plan which normally requires employee contributions, these payroll deductions will continue. Monthly premium amounts for the extension period (total monthly extension period premium minus normal monthly payroll deductions) will be made on an after tax basis through semi-monthly payroll deductions. Premiums for the extension period will begin/end as follows:

<u>Begin/End Date</u>	<u>First/Last Payroll Deduction</u>
1st through 15th	20th paycheck
16th through end of month	5th paycheck

Note: Semi-monthly premiums will not be prorated.


- iv. At the time of the ALDP, the pilot must choose a fixed number of sick trips he will be charged against for each month remaining in the extension period. This may not be less than forty-seven and one-half (47.5) trips.
- v. At the total exhaustion of sick leave, the one hundred twenty (120) day leave of absence plan continuation period will begin (normal employee contributions, if any, will be required) followed immediately by the beginning of COBRA continuation, if elected by the pilot.
- vi. The pilot must notify Company Employee Benefits not later than thirty (30) days prior to ALDP and authorize proper payroll deductions. In addition, the pilot must also notify Employee Benefits prior to his return to work so that current deductions, if any, may be stopped on a timely basis.

9. EXAMPLE CALCULATION OF PRORATED PREMIUM

Pilot with sick leave balance of 975 trips and two (2) weeks accrued vacation whose last day actively at work is May 5th. During sick leave he uses four hundred (400) trips sick leave prior to March 28th.

- a. Initial sick leave balance = 975 trips.
- b. Sick trips converted to months = 975 divided by 95 trips = 10.26 months.
- c. 10.26 months = 10 months + 8.06 days = 10 months + 9 days.

- d. Accrued sick leave + vacation time = (10 months + 9 days) + (14 days) = 10 months + 23 days.
 - e. Artificial Last Day Paid (ALDP) = 10 months + 23 days from May 5th
ALDP = March 28th.
 - f. On the ALDP (March 28th) the percentage of sick leave trips used is:

$$(PSLTU) = \frac{\text{Actual Sick Leave Used}}{\text{Initial Sick Leave Balance}} = \frac{400}{975} = 41\%$$
 - g. Beginning March 28th, the pilot's prorated insurance premium percentage is 100% - PSLTU = 100% - 41% = 59%. The pilot will pay 59% of the medical/dental insurance premium until the remaining (975-400) = 575 trips of sick leave are used.
 - h. On the ALDP (March 28th) the pilot must select a fixed number of trips to take during the remainder of the 575 trips of sick leave but not less than 47.5 trips/month. In this case to get the maximum extension the pilot could elect 47.5 trips/month and would have coverage for 575 divided by 47.5 trips = 12.11 months.
 - i. At the end of the extension period, i.e. the total exhaustion of all sick leave, the one hundred twenty (120) day leave of absence plan continuation period begins followed immediately by the beginning of COBRA continuation.
10. Any pilot who returns to flying without a line of time will be assigned by the Company to Reserve status on a pro rata basis for the remainder of the bid period. Compensation and days off will be prorated for partial months. A pilot may elect to forego the prorated line guarantee and Reserve obligation and pick up any available flying.
-  11. A pilot who calls in sick while on-line will be offered a [must ride pass](#) to deadhead to his domicile or home on a Southwest flight. These deadheads do not need to be logged in Crew Management System and there is no duty day restriction for the pilot to deadhead home. Additionally, if the pilot is too sick to travel, they should be provided a room until such time that they feel okay to travel to his domicile or home.

C. MEDICAL LEAVE OF ABSENCE (MLOA)

1. A pilot will be granted leave of absence for illness or injury that prevents the pilot from performing as a pilot. The pilot will retain and continue to accrue seniority and longevity for pay purposes until able to return to duty except, that in no case will leave of absence for sickness or injury exceed a total continuous period of seven (7) years unless extended by mutual consent of the Company and the Association.

Neither sick leave, occupational leave, nor vacation will be accrued during such leaves of absence.

2. The Company shall grant medically retired status to a pilot on medical leave of absence upon request if the pilot is permanently disabled as a pilot. A pilot who exhausts MLOA, and is still unable to return to work as a pilot due to injury or illness, will be placed in medically retired status.
3. A pilot in medically retired status will enjoy those rights and privileges extended to medically retired employees per Section 14 and under Southwest Airlines' corporate policy.

D. PERSONAL LEAVE OF ABSENCE

With thirty (30) days' notice to the Company, a pilot may request a minimum of thirty (30) days of personal leave of absence without pay. If granted, leave must begin on the first day of a bid period and end on the last day of a bid period.

E. MATERNITY LEAVE

1. Any pilot who becomes pregnant will, within fourteen (14) days of learning of her condition, notify her supervisor and present a medical certificate confirming the pregnancy and the expected date of delivery, and containing authorization for the pilot to continue flying. The pilot may continue to work provided that she furnishes the Company with medical authorization every thirty (30) days on a form supplied by the Company. Whenever such pilot's doctor will not provide the required medical authorization, the pilot will request maternity leave. When maternity leave is requested, such leave will be granted until such time as the disability caused by the pregnancy is no longer present, and thereafter, except for extraordinary circumstances, for a period not to exceed more than one hundred twenty (120) days after the termination of the pregnancy. During such period, she will retain and continue to accrue seniority and longevity. Her accrued sick leave may be used for maternity leave.
2. A pilot will notify the Company, in writing, of the termination of her pregnancy within fourteen (14) days, and of her expected date of return to active service within thirty (30) days after termination of her pregnancy. If a pilot is unable to return to active service because of a certified, bona fide medical incapacitation, she will be entitled to receive a medical leave of absence under the provisions of this Section.
3. A pilot who adopts a dependent child not currently living in the pilot's home will be granted a personal leave of absence for a period not to exceed ninety (90) days and will retain and continue to accrue seniority during such leave.

F. MILITARY LEAVE OF ABSENCE (MILOA)

1. General:

- a. The Company and the Association are jointly committed in the support of those who participate as members of the uniformed services and recognize that it is the responsibility of all parties involved, including the pilots who serve in the military, to ensure compliance with applicable federal law.
- b. A Military Resolution Board (MRB) will be established to build and maintain a good working relationship between the Company, the Association and the Uniformed Services. The MRB will consist of the VP Flight Operations (or his designee) and the President of the Association (or his designee). The MRB will coordinate with the Chief Pilot, the military guard/Reserve pilot, and the military commander to resolve any conflicts or questions that may arise.
- c. The Company and the Association will publish a *Joint SWA/SWAPA Flight Operations Military Handbook* annually to provide MILOA policy explanations and detailed instructions for Military Leaves of Absence procedures to comply with Company procedures and federal guidelines. The *Joint SWA/SWAPA Flight Operations Military Handbook* will be reviewed and updated annually by the Company and the Association, and will be jointly approved by the Vice President of Flight Operations and the President of the Association. Amendments and changes to the *Joint SWA/SWAPA Flight Operations Military Handbook* outside the annual review may be made with the concurrence of the Vice President of Flight Operations and the President of the Association.

2. Notification:

a. Planned Military Assignments:

A pilot should notify his Chief Pilot of all military duty, including military duties that do not conflict with Company duties, as far in advance as possible. This information will enable the Company to document its support of the military, as well as help ensure accurate monthly staffing. Notification will normally be accomplished by submitting a completed MILOA notification form to the respective domicile Chief Pilot. The Chief Pilot will forward leave request information to Crew Planning and Scheduling as appropriate. Crew Planning and Scheduling will update their respective sections of the crew management system to accurately reflect the pilot's status.

b. Short Notice Military Assignments:

When time constraints make completion of the MILOA Notification form impractical, the pilot will contact the Chief Pilot, or Duty Chief Pilot, to initiate the Military Leave and to resolve any conflicts with flight or duty assignments.

3. All policies and procedures concerning military leaves of absence will be as outlined in the *Joint SWA/SWAPA Flight Operations Military Handbook*.

G. CRITICAL INCIDENT LEAVE OF ABSENCE

A pilot shall be given a minimum of seven (7) days of paid leave of absence for critical aircraft incidents such as hijacking, sabotage, or other aircraft incidents deemed by the Vice President of Flight Operations to be of a serious nature.

H. FMLA LEAVE

A pilot shall be afforded the provisions of the Family and Medical Leave Act of 1993 as those provisions apply to the Company. The Company has promulgated a corporate policy pursuant to the Act covering its employees, including pilots. This policy will be updated to stay current with any changes in federal law.

SECTION 13: ON THE JOB INJURIES

A. GENERAL

1. The Company shall reimburse a pilot for all emergency out-of-pocket medical expenses incurred in connection with a compensable or otherwise undisputed, on-the-job injury (OJI).
2. A pilot who is injured while on a trip or other Company business shall notify his Chief Pilot or designee of such injury as soon as practicable. The Chief Pilot or designee will then arrange for the pilot's future trips to be pulled and coded as OJI, as necessary.
3. If the pilot cannot contact his Chief Pilot, or his designee, immediately and needs treatment, the pilot may always use personal health insurance or pay cash, in order to get required treatment, and the Company shall reimburse all charges (including deductibles and co-payments) for medical treatment, if the injury is deemed compensable or is otherwise undisputed.
4. If a pilot exhausts his occupational injury/illness leave and remains unable to return to his scheduled duty, he may utilize his accrued sick leave as provided in Section 12.B. of this Agreement. However, in such circumstance only, the pilot shall not accrue OJI leave while using sick leave.
5. Worker's Compensation received by a pilot for a period of absence during which he also received payments through his OJI bank shall be reimbursed to the Company. The Company will then replenish the pilot's OJI bank with trips of equivalent value to the reimbursement.
6. A more detailed explanation of administrative OJI procedures entitled *SWA Pilots Injured on the Job: What You Need to Know* is available on SWALife.com.

B. ACCRUAL

Each pilot will accrue six (6) TFP of on-the-job injury (OJI) accrual for each month of service with the Company, cumulative to a maximum of eight hundred (800) TFP. For purposes of computing OJI leave, fifteen (15) days or more of credited service in a calendar month will be considered a full month and less than fifteen (15) days may not be considered. For the purposes of this Section, sick leave counts as credited service. The Company will be responsible for maintaining a record of on-the-job injury accrual and will make such record available upon request. Newly hired pilots will be given an initial OJI bank balance of one hundred (100) TFP.

C. USAGE

1. A pilot's OJI bank may be used upon accrual. When a pilot suffers an on-the-job injury and uses his OJI bank under these provisions, the Company will make up the difference between what is paid to the employee by Worker's Compensation and what the employee would have made if he had worked a regular bid line. Until a definite Worker's Compensation rate is established and is being paid, the Company will pay the injured pilot his normal earnings on each regular payday.
2. Whenever charges are made against the on-the-job injury bank of a pilot who has accumulated the maximum allowable hereunder, credit will thereafter again begin to accrue immediately at the rate provided herein until a maximum is again accumulated.
3. The Company may require the injured pilot to submit to physical examination by an AME other than the AME who issued the last physical. Payment of OJI pay as provided for herein may be terminated if the pilot refuses to submit to the examination or if the pilot is found fit to return to work.

The Company agrees to allow the pilot to obtain a second opinion if the pilot disagrees with the initial AME determination. If the second AME opinion does not agree with the first AME's opinion, a third and final AME, as agreed upon by the pilot's AME and the Company's AME, will serve as a final opinion.

4. The cost of the opinion of the third AME, as outlined above, will be shared equally between the Company and the pilot.

SECTION 14: INSURANCE AND LOSS OF LICENSE

A. INSURANCE

1. Each pilot, while in the active service of the Company as a pilot or while being held out of service during the first thirty (30) days of disciplinary suspension or the first thirty (30) days of leave of absence without pay, will be provided with the following group insurance coverage at Company expense.
 - a. The basic amount of group life and accidental death and dismemberment insurance coverage applicable to the pilot's earnings bracket under the Regular Plan group life insurance schedule for Company employees in effect as of the effective date of this Agreement.
 - b. A comprehensive group medical and dental plan (Regular Plan) for Southwest employees covered by this Agreement and their eligible dependents as is in effect on the effective date of this Agreement. During the term of this Agreement, the Company will continue the benefits of the Regular Plan and will not reduce the benefits provided by the Regular Plan to persons covered by this Agreement and their eligible dependents.
 - c. Alternative, personal option plans (Benefits Plus Plans) may also be made available to employees covered by this Agreement upon the same terms and conditions as such plans are made available to any other group of Company employees. Any future increase in costs borne by the Company for employees not covered by this Agreement will be borne by the Company for employees covered hereunder.

Pilots who have been suspended for disciplinary reasons for longer than thirty (30) days can keep their insurance benefits for the duration of their suspension by paying the applicable active employee premium.
2. The Company will provide each pilot with a current description of the terms and conditions of the Southwest Airlines Funded Welfare Benefit Plan (or its successor) as well as the Company paid Loss of License Plan.
3. All pilots will have a special accidental death and dismemberment benefit which provides for a maximum of one hundred thousand dollars (\$100,000) coverage while taking part in training flights, test flights or ferry flights requiring a ferry permit.
4. Each pilot is covered under "bomb scare" insurance which pays for death or dismemberment suffered "While the Insured Person is on the business of the Holder ... in consequence of a bomb explosion in or about an aircraft, provided such aircraft

is owned or operated by the Holder". The coverage under this policy provides a maximum of five hundred thousand dollars (\$500,000) for any one person for death or dismemberment, with a maximum of at least one million dollars (\$1,000,000) for any accumulation.

5. Retiree Medical and Dental

- a. The Company agrees that a pilot retiring at or after age fifty-five (55), but before age sixty (60), with at least fifteen (15) years of credited service with the Company may elect to continue coverage for the pilot and his eligible dependents under the Company's Medical Plan C and Basic Dental for the entire duration of retirement coverage up to Medicare eligibility age or age sixty-seven (67), whichever occurs first. In the event Medicare eligibility age changes to an age beyond sixty-seven (67), the provisions of this Agreement relating to Medicare eligibility age may be reopened upon request by either Party for the limited purpose of renegotiating these provisions. The pilot may purchase such coverage as provided below, from the date he retires until Medicare eligibility age or age sixty-seven (67), whichever occurs first. The pilot may trade sick leave at the rate of one (1) month of coverage for each ten (10) TFP accrued. If the pilot does not have sufficient sick leave to purchase coverage to Medicare eligibility age or age sixty-seven (67), whichever occurs first, the pilot may purchase such coverage by payment of the age-banded actuarial cost of coverage for the Plan. The pilot and his eligible dependents must agree to forego COBRA coverage during this period.
- b. A pilot retiring at or after age sixty (60) may elect to continue coverage for the pilot and his eligible dependents under the Company's Benefits Plus Plans up to Medicare eligibility age or age sixty-seven (67), whichever occurs first. The pilot may purchase such coverage by the trading of sick leave, as provided below, from the date he retires until Medicare eligibility age or age sixty-seven (67), whichever occurs first. The pilot may trade sick leave at the rate of one (1) month of coverage for each ten (10) TFP accrued. If the pilot does not have sufficient sick leave to purchase coverage to Medicare eligibility age or age sixty-seven (67), whichever occurs first, the pilot may purchase such coverage by payment of the rates outlined below. The pilot and his eligible dependents must agree to forego COBRA coverage during this period.
 - i. A pilot who has ten (10) or more years of credited service with the Company on the date of retirement shall pay a premium amount equal to the COBRA rate applicable to the Benefits Plus Plan chosen.
 - ii. A pilot who has less than ten (10) years of credited service with the Company on the date of retirement shall pay a premium amount which will not exceed the appropriate age-banded, actuarial-rated, full cost of providing such coverage, applicable to the Benefits Plus Plan chosen.

From the date of his retirement, a pilot retiring hereunder is eligible to continue the medical and dental plan he was enrolled in until the end of the calendar year. Each year thereafter, during the Company's open enrollment period, he will be eligible to elect any medical or dental plan under the Company's Benefits Plus Plans.

c. Coverage of Younger Spouse/Eligible Dependents:

Upon Medicare eligibility age or age sixty-seven (67), whichever occurs first, a pilot with remaining credited sick leave TFP may elect to trade unused credited sick leave for continued coverage under the Company's Medical Plan C and Basic Dental for a spouse under Medicare eligibility age or under age sixty-seven (67) and/or other eligible dependents at the rate of one (1) month's coverage per ten (10) TFP accrued.

If the retired pilot has used all sick leave, such coverage may be purchased for the younger spouse and/or other eligible dependents at the age-banded actuarial cost of coverage for Medical Plan C and Basic Dental. Coverage will end when the spouse reaches Medicare eligibility age or age sixty-seven (67), whichever occurs first.

If a younger spouse receiving such coverage should die thereafter, eligible dependents will be covered until the younger spouse would have reached Medicare eligibility age or age sixty-seven (67), whichever occurs first.

If a pilot dies after retirement, his surviving spouse and/or other eligible dependents will be eligible for continued benefits as if the pilot had survived, provided that such coverage will not continue beyond the surviving spouse's remarriage. If premium payments are required due to lack of sick leave, eligible family members must continue to make the premium payments in order to remain covered.

- d. A pilot or spouse and/or other eligible dependents choosing to purchase Medical Plan C coverage may choose to take, or not take, Basic Dental.
- e. If a pilot dies prior to age sixty-five (65) and would have been eligible for retiree medical and dental benefits under Section 14, the surviving spouse and/or other eligible dependents will be eligible for benefits as if the pilot had chosen to retire before he died, provided that such coverage will not continue beyond the surviving spouse's remarriage. If a surviving spouse receiving such coverage should die thereafter, other eligible dependents will be covered until the spouse would have reached Medicare eligibility age or age sixty-seven (67), whichever occurs first. If premium payments are required due to lack of sick leave, eligible family members must continue to make the premium payments in order to remain covered.

6. Disabled Pilot Medical and Dental

A disabled pilot, his spouse and/or other eligible dependent(s) will have continuous access to health care coverage until the pilot reaches Medicare eligibility age or age sixty-seven (67), whichever occurs first, through the Southwest Airlines Co. Funded Welfare Benefits Plan (“the Company Plan”) or its replacement plan (as amended), the Southwest Airlines Co. Supplemental Medical and Dental Plan for Specified Pilots (“the Supplemental Plan”) or its replacement plan (as amended) and the Southwest Airlines Co. Medical and Dental Disability Plan for Specified Pilots (“the Pilot VEBA Plan”) or its replacement plan (as amended), as follows:

- a. The Company agrees that non-probationary disabled pilots on medical leave may purchase continued health coverage under "the Company Plan", at COBRA rates for sixty-six (66) months after the date on which the pilot became disabled, or sixty (60) months after exhaustion of sick leave (assuming a 100% utilization rate), whichever is later, but not beyond Medicare eligibility age or age sixty-seven (67), whichever occurs first.
- b. The Company agrees to maintain a Voluntary Employee Benefit Association (VEBA) trust at pilot expense to provide continued health care coverage under “the Pilot VEBA Plan” to pilots after exhaustion of the period of coverage under “the Company Plan/Supplemental Plan,” as described in Section 14.A.6.a. and up to Medicare eligibility age or age sixty-seven (67), whichever occurs first. Participation will be mandatory for all non-probationary pilots employed by SWA. The rates of funding the VEBA will be actuarially determined, approved by the Plan administrative committee, and payroll deducted from the pilot. The disabled pilot may be required to pay premiums to the “Pilot VEBA Plan” for coverage up to Medicare eligibility age. Premiums will be actuarially determined and approved by the Plan administrative committee.
- c. The surviving spouse and/or eligible dependent(s) of a medically retired pilot will be allowed their same access which would have been afforded the pilot had he lived to Medicare eligibility age, provided the surviving spouse and/or eligible dependent(s) continues to pay the applicable rates. The spouse's coverage terminates upon remarriage.
- d. A disabled pilot entitled to receive continued health care benefits under Section 14.A.6. above may elect coverage under Medical Plan C and Basic Dental upon enrollment into the Pilot’s Supplemental Medical and Dental Disability Plan (the “Supplemental Plan”), in which case no premium would be charged during the period of coverage under the Plan. A surviving spouse and/or other eligible dependents entitled to receive benefits under the Plan could exercise the same choice.

- e. If a disabled pilot who would be eligible to enter the Supplemental Plan upon completion of the COBRA period dies during the COBRA period, the surviving spouse may elect to enter the Supplemental Plan on the same basis as the pilot, had the pilot lived. Coverage under either plan will not continue beyond the surviving spouse's remarriage.
- f. All of the above plans require Coordination of Benefits (COB) with Medicare. Each plan should be referenced for specific details.
- g. The Company and the Association have mutually agreed to transition the Pilot VEBA Plan and its accompanying trust from the Company to the Association. Upon the effective date of this transition, the requirements of this Section 14.A.6. that relate to the Pilot VEBA Plan and its accompanying trust shall no longer be in effect.

7. Medicare Part B Insurance

Prior to Medicare eligibility age, required pilot/spousal Medicare Part B premiums will continue to be deducted from any SWA healthcare premium required for coverage under Section 14.A.5. or 14.A.6.

B. LOSS OF LICENSE

All pilots who have completed one (1) year of service are covered by the Southwest Airlines Company Loss of License Plan for Pilots effective date August 19, 2002, as amended, filed with the Company and the Association. The Plan will be provided to each crew member upon request.

- 1. The Southwest Airlines Co. Loss of License Plan will be maintained to provide the following:
 - a. Coverage of the lesser of sixty percent (60%) of Monthly Base Earnings (as defined in the Loss of License Plan) or eleven thousand five hundred dollars (\$11,500).
 - b. Up to eighteen (18) total months of benefits for loss of license due to Alcohol/Chemical and Mental Health issues. There may be multiple events aggregating eighteen (18) total months.
 - c. Article V, Pre-Existing Conditions, shall remain deleted from the Loss of License Plan.
 - d. Continuation of benefits beyond the maximum benefit period, up to age sixty (60), if the pilot is ruled disabled (by Social Security standards) at the end of the current Plan benefit period.

- e. Loss of License benefits will be offset by income from primary Social Security benefits.
- 2. The Company agrees to amend the Southwest Airlines Co. Loss of License Plan (Plan) to provide active pilots with an individual, annual election between taxable and nontaxable benefits under the Plan, provided that:
 - a. All administrative issues (tax withholding for pilots on leave, for example) are acceptably resolved, and
 - b. The Company's new payroll system is implemented and configured to administer the annual election.

The Company will work in good faith to complete items 2.a. & b. above as soon as practicable. Upon implementation of the amendment, the Company will maintain the Plan as amended.

- 3. At the pilot's request, a SWAPA Benefits designee may be allowed to participate in the SWA internal review process for denied LOL claims.

C. INTERNATIONAL MEDICAL SERVICES

Southwest Airlines will maintain a medical insurance plan that covers all medical expenses incurred by a crew member at an international destination. This insurance plan will pay in a manner that precludes the crew member from having to make any payment at the international destination. The insurance will include coverage to repatriate the crew member by any means necessary, should he be unable to travel as a crew member or passenger on a Southwest flight returning him to his domicile. This insurance will be separate from any medical insurance the crew member maintains for his own personal use.

SECTION 15: INVESTIGATION AND DISCIPLINE

A. PRELIMINARY MATTERS

1. Disciplinary action or other derogatory material placed in a non-probationary pilot's Flight Operations Domicile Personnel File may be grieved.
2. Verbal counseling and Letters of Counseling do not constitute disciplinary action and may not be grieved.
3. The Company will adhere to the concept of "progressive discipline" in dealing with pilots. The goal is to modify the behavior of pilots to acceptable standards and retain them as productive employees. However, the Company retains the right to proceed directly to termination on a first occurrence if just cause for termination exists.
4. Standards for Discipline
 - a. The discipline standard for non-probationary pilots shall be "just cause."
 - b. Probationary pilots shall be considered to be employed on an "at will" basis for purposes of administering and reviewing discipline. Discipline or termination of a probationary pilot may not be grieved.

B. DOCUMENTATION

1. A pilot will not be disciplined without written notification at the time of such action.
2. No written material relating to discipline or other derogatory material may be placed in the pilot's Flight Operations Domicile Personnel File until it has been reviewed with the pilot. The pilot will be asked to acknowledge in writing that the material has been reviewed with him. By such an acknowledgement, the pilot is in no way admitting fault. A pilot's refusal to so acknowledge may be witnessed and noted on the document.
3. A pilot shall have the right to respond in writing to disciplinary or other derogatory material in his Flight Operations Domicile Personnel File, and a copy of the response will be placed in his Flight Operations Domicile Personnel File.
4. A pilot may examine his Flight Operations Domicile Personnel File on any business day during normal business hours with adequate notice to his Chief Pilot. A pilot shall be given a copy of any document in his Flight Operations Domicile Personnel File upon request. Upon request to the Domicile Chief Pilot, a pilot may view his Pull Sheet history; seek corrections, if any; or have his objections duly noted.

C. CONSIDERATION OF PRIOR DISCIPLINARY ACTION

1. A record of reprimand, suspension or discipline may be considered in assessing future discipline involving similar misconduct for up to two (2) years. Any record of reprimand, suspension or discipline will not be used thereafter in the assessment of discipline against that pilot.
2. After the two (2) year period, the record of reprimand, suspension or discipline shall be removed and destroyed; with the exception that one (1) copy may be maintained by Company Legal for the exclusive and limited purposes of complying with governmental record keeping requirements, defending itself against future litigation by third parties, and, in a System Board of Adjustment grievance filed by the pilot, impeaching any direct testimony offered by the pilot at the hearing. SWAPA shall be entitled to a copy of these records for the purpose of a System Board of Adjustment or Arbitration. Except for the impeachment purposes provided above, no reference to the expired discipline, in any format, shall be made in the System Board of Adjustment proceeding.

D. INVESTIGATION PROCESS

1. A pilot is entitled, upon request, to Association representation at a Company investigatory interview/meeting that may reasonably result in discipline.
2. If a pilot is removed from flying during an investigation, he will suffer no loss of pay or benefits prior to any disciplinary action being taken. During an investigation, the Company shall provide him with travel to and from any disciplinary interview/meeting, if necessary.
3. A pilot that is Company Convenience (CC) pulled will be guaranteed the greater of:
 - a. TFP removed from the pilot's board at the time of the trip pull; or
 - b. The bid line average on a prorated basis; or
 - c. The average trips paid for the previous six (6) bid periods prior to being removed from flight status, on a prorated basis. If the six (6) month calculation is used to determine pay, the high and low months will be dropped and the four (4) remaining months will be averaged to determine a daily credit value. If a full six (6) month look back is unavailable due to un-flown months, only the full months flown will be averaged.
4. Investigation will not be complete without a pilot being afforded the opportunity for a meeting with the Chief Pilot, Assistant Chief Pilot or designee who is on the SWA Master Pilot Seniority List. The purpose of the meeting is to allow the pilot to be advised of and respond to the allegations against him. The notice of such meeting

shall summarize the date(s) and event(s) and allegations in question and be provided to the pilot and the Association in writing.

5. If requested by the pilot or the Association, the Company shall produce documentary information (including written witness statements and information in electronic format), known and in its possession.
6. The pilot shall be afforded the opportunity to respond to information described above before a decision is rendered. If necessary, the meeting shall be recessed for a reasonable period of time in order to provide the pilot with adequate time to prepare and/or respond.
7. If a pilot is unavailable due to his arrest and detainment by government officials, the Company shall notify the Association, and shall take reasonable steps to notify the pilot of the meeting and to accommodate his participation to the extent permitted under the circumstances. Such accommodation may include the opportunity for the pilot to submit his written statement for consideration at the meeting. After those prerequisites have been met, the pilot's unavailability shall not prevent the Company from proceeding with disciplinary action.

E. ADMINISTRATION OF DISCIPLINE

1. Discipline will be administered by the Chief Pilot, Assistant Chief Pilot or designee who is on the SWA Master Pilot Seniority List in a meeting with the pilot. The Association has the right to be present at this meeting. If circumstances will not reasonably permit a meeting with the pilot, written notice of the discipline will be mailed or delivered to the pilot at his last known address. The decision shall state the discipline and specific grounds for that discipline. A copy of such written notice of discipline will be provided to the Association upon request.
2. Once discipline has been administered, a pilot will not be subject to additional discipline based on the same event or occurrence.
3. Last Chance Letters
 - a. The Vice President of Flight Operations may offer a terminated pilot a last chance letter as a basis for reinstatement.

- b. If the pilot rejects the last chance letter, he shall remain terminated and he may appeal to the System Board of Adjustment as provided in Section 17 of this Agreement. The fact that the Company offered a last chance letter shall not be admissible, and shall not be referred to, at the System Board of Adjustment.
 - c. If the pilot accepts the last chance letter, he shall be bound by the terms stated therein.
 - d. After a pilot has served the term of his last chance letter, its use in subsequent proceedings shall be limited as provided in Section 15.C, Consideration of Prior Disciplinary Action, in the same manner as other disciplinary events.
 - e. Last chance letters, whether accepted or rejected, shall be non-precedential and shall be inadmissible and non-referable in disciplinary proceedings involving any other pilot(s).
4. Filing of Grievance

If the pilot or Association disagrees with the decision, the Association may file a grievance in accordance with Section 16 of this Agreement.

SECTION 16: GRIEVANCE PROCEDURE

A. GRIEVANCES

1. Grievances are hereby defined as follows:
 - a. Disputes arising out of the interpretation or application of this Agreement concerning rates of pay, rules or working conditions.
 - b. Disputes arising out of the discipline or termination of a non-probationary pilot by the Company.
2. Any pilot or group of pilots covered by this Agreement, or the Association on behalf of such pilot(s), who has a grievance concerning any action of the Company affecting the pilot(s), shall have such grievance handled in accordance with the following procedures, provided that such grievance is properly and timely filed in the manner set forth below.

B. FILING OF GRIEVANCES

1. Pre-Grievance
 - a. The pilot will first present the issue to his Domicile Chief Pilot or his designee for discussion and/or resolution. The pre-grievance discussion will be held within ten (10) calendar days of either the occurrence of the event upon which the issue is based or when the pilot reasonably would be expected to have knowledge of the event, whichever is later.
 - i. The pilot is entitled, upon request, to Association representation at the pre-grievance discussion.
 - ii. Except for discipline/discharge matters, issues resolved to the pilot's satisfaction at the Chief Pilot level are considered non-precedential and non-referable and shall not be used by either party in future grievances.
 - iii. The Chief Pilot will respond to the pilot within ten (10) calendar days.
 - iv. If the matter is not resolved to the pilot's satisfaction through his Chief Pilot, the pilot may lodge a grievance with the Association within ten (10) calendar days of the Chief Pilot's denial.
 - b. For discipline/discharge matters only, the pilot may skip the pre-grievance process set forth in Section 16.B.1.a., and instead lodge a grievance with the Association within thirty (30) days of the issuance of discipline/discharge.

2. Grievance

- a. A grievance shall be filed in writing, through the Association, with the Vice President of Flight Operations within sixty-five (65) days after the pilot or Association acquired knowledge, or reasonably should have acquired knowledge, of the fact(s) or event(s) giving rise to the grievance. A grievance shall contain a statement of the facts and circumstances from which it arises, a citation to the provision(s) of the Agreement that has allegedly been violated and the relief or remedy requested.
3. Notwithstanding the time limitation in Section 16.B.2.a. above, grievances arising out of clerical or bookkeeping errors may be filed within sixty five (65) days following the date on which the pilot or Association acquired actual knowledge of the error, provided the error:
 - a. Does not involve a dispute over the Company's interpretation or application of agreements between the parties hereto; and
 - b. Can be resolved by reference to Company records.

C. DISCOVERY

1. In response to a request by the other party for specific information, and if known and directly relevant to a grievance, a party shall produce names of witnesses and documentary information (including information in electronic format), but excluding notes except to the extent the notes contain information obtained from and signed or otherwise adopted by a material witness. The party shall produce such information as soon as practical. If necessary, the Section 16.D. grievance hearing shall be delayed or continued for a reasonable period of time in order to provide the parties with adequate time to prepare and/or respond. This paragraph shall not be construed to waive any privilege provided by law that would protect the information from disclosure, including the attorney-client and attorney work product privileges.
2. Upon request to SWA Flight Operations Department, SWAPA will be granted access to records older than two (2) years and maintained solely by the General Counsel's office for purposes of comparing past discipline to the present case.

D. HEARING WITH VICE PRESIDENT

1. The Vice President of Flight Operations, or his designee, shall conduct a hearing to review the facts of the case and, if possible, resolve the dispute. The Association and the Company will meet no less than monthly to discuss all open grievances.
2. A pilot shall be entitled to Association representation, or the pilot may elect to be represented by another pilot on the SWA Master Pilot Seniority List, at any such hearing.
3. The Association has the right to be present during any such hearing.
4. Within thirty (30) days of receipt of a grievance, the Vice President of Flight Operations, or his designee, shall issue his decision in writing to the grievant(s) and the Association. In the decision, the Vice President or his designee shall state the grounds for the decision. For a decision involving discipline, the decision shall state the discipline and specific grounds for that discipline.

E. APPEAL OF DECISION

If the decision of the Vice President of Flight Operations, or his designee, is not satisfactory to the Association, such decision may be appealed by the Association to the System Board of Adjustment in the manner set forth in Section 17. Such appeal shall be in writing and shall be filed within thirty (30) days following the date on which the Association received the decision.

F. GENERAL

1. Time Limits
 - a. Time limits and meeting dates set forth in this Section may be modified, orally or in writing, by mutual agreement of the parties. Oral agreements shall be confirmed in writing as soon as practicable. Reasonable requests for modifications shall not be denied.
 - b. When any hearing or appeal afforded a pilot(s) by this Section is not requested within the respective time limits prescribed herein, including any extension mutually agreed upon, the decision of the Company shall be final and binding.
 - c. If the Company fails to schedule or conduct a hearing in a timely manner, or to issue a timely decision as required by this Section, the grievance shall be deemed “denied” on the deadline for the hearing or decision and be appealed to the next step in the grievance process.

- d. In the event a termination is grieved, insurance benefits will continue until the System Board of Adjustment renders a final decision. Should the termination be upheld, these benefits will continue for thirty (30) days after the decision is rendered.
2. For purposes of Section 16, the term "day" means calendar day. However, if the last day of a time limit falls on a weekend, a Company or a SWAPA Holiday (currently including New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and the following Friday, Christmas, or the day on which such holiday is observed by the Company or SWAPA), the time limit shall be extended through the first business day following that weekend or holiday. The parties shall inform each other expeditiously of any changes in Company or SWAPA holidays.
3. Delivery of all decisions, notices, and appeals pursuant to this Section shall be made by certified mail, return receipt requested, in person or by other methods which provide verification of receipt.
4. The Company shall release from duty the grievant(s) and a reasonable number of witnesses and Association representative(s) for a Section 16.D. Hearing. Expenses and flight pay loss, if any, for line pilot witnesses called by any party, shall be borne by the party who called the witness. A pilot participating as a witness or representative in a Section 16.D. Hearing shall be issued an authorized Must Ride Pass to prepare for and attend such hearing, and a [must ride pass](#) to return from such hearing.



SECTION 17: MEDIATION AND SYSTEM BOARD OF ADJUSTMENT

A. MEDIATION

1. Grievances may be selected for mediation at any time by mutual agreement of the Company, the Association and the grievant(s).
2. Mediation will take place in Dallas, Texas unless the parties agree otherwise.
3. Representatives of the parties at mediation shall have full and complete authority to reach a final and binding settlement of the grievance.
4. The selection of the mediator shall follow a procedure to be mutually agreed upon by the Company and the Association. The mediator's fee and cost of the mediation meeting site shall be borne equally by the Company and Association.
5. Attendance at mediation will be limited to only those people actually involved in the mediation process unless there is prior mutual agreement to allow observers.
6. Proceedings in mediation will be informal in nature and the rules of evidence shall not apply. The parties may present such facts, evidence and arguments as they wish to the mediator. The presentation of evidence, arguments, documentation, etc. will not be limited to that which was presented at the prior stages of the grievance process.
7. During mediation, the mediator will have the authority to meet separately with either the Association or the Company, but will not have the authority to compel the resolution of the grievance.
8. Any settlement reached during mediation shall be reduced to writing and signed by the parties. The parties shall mutually agree as to whether the settlement will constitute precedent and this understanding will be included in the written settlement document.
9. If no settlement is reached during mediation, the grievance may be heard by the System Board of Adjustment pursuant to this Section of the Agreement, provided the grievance was filed and appealed in a timely manner and is within the jurisdiction of the System Board of Adjustment.
10. In the event a grievance that has been the subject of mediation is subsequently heard before the System Board of Adjustment, the mediator may not serve as the arbitrator.

11. No formal record of the mediation session will be made. Statements made during the mediation shall not be admissible in any subsequent proceeding, including the System Board of Adjustment.

B. SYSTEM BOARD OF ADJUSTMENT

1. Establishment:

- a. In compliance with the Railway Labor Act, as amended, the parties have established the Southwest Airlines Pilots' System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and which are properly submitted to it.
- b. The System Board of Adjustment may be constituted as either a Four (4) Member Board or a Five (5) Member Board. All grievances properly submitted to the Board will be heard by a Four (4) Member Board, unless:
 - i. For a contractual matter, the Company and Association mutually agree to proceed directly to a Five (5) Member Board; or
 - ii. For a discipline matter, either the Company or Association requests to proceed directly to a Five (5) Member Board.
- c. The System Board of Adjustment will take place in Dallas, Texas unless the parties agree otherwise.

2. Membership:

- a. A Four (4) Member System Board shall consist of four (4) members, two (2) selected and appointed by the President of the Association, and two (2) selected and appointed by the Company. The Chairperson will alternate between the Association and the Company.
- b. A Five (5) Member System Board shall consist of five (5) members, two (2) selected and appointed by the President of the Association, two (2) selected and appointed by the Company, and a neutral arbitrator.

For a Five (5) Member System Board, the parties shall select an arbitrator by mutual agreement as provided for in this Section. The arbitrator so selected shall serve as that System Board's Chairperson.

3. Selection of an arbitrator:

A neutral arbitrator will be selected by mutual agreement of the Company and Association. If the Company and the Association are unable to agree upon an arbitrator, either party may request a list of not less than seven (7) arbitrators from the National Mediation Board. If the Company and Association are unable to agree upon an arbitrator on the list, they shall alternately strike names on the list until one (1) arbitrator remains who shall serve as arbitrator in the case. The Company and the Association will alternate to determine which party has the first strike.

C. JURISDICTION

1. Unless the Parties mutually agree otherwise, the System Board shall not have jurisdiction over disputes that have not been timely and properly presented and appealed as grievances under Section 16 of this Agreement.
2. The System Board's jurisdiction is limited to the interpretation and application of the parties' Agreement, and the System Board shall not have jurisdiction to alter the terms and provisions of the parties' Agreement.

D. SUBMISSION OF DISPUTES

All petitions properly referred to the System Board for hearing shall be served upon the Company and the Association, including all papers and exhibits in connection therewith. The case shall be promptly docketed. Each case submitted shall include a System Board Petition containing:

1. Statement of the issue or issues to be decided;
2. Specific provisions of the Agreement claimed to have been violated;
3. Statement of facts;
4. Position of party or parties submitting appeal;
5. Position of other party or parties;
6. Specific reasons for their positions;
7. List of persons each party intends to call as witnesses;
8. List of exhibits each party intends to introduce at the System Board hearing; and
9. Remedy requested.

When possible, joint submissions should be made. Upon the moving party's submission to the System Board, the non-moving party shall either join in the moving party's submission or it must provide its separate submission to the moving party no later than fourteen (14) days after receipt of the moving party's submission to the System Board. The non-moving party must submit a separate submission during this period; otherwise the arbitrator, in the case of a Five (5) Member System Board, or the System Board members, in the case of a Four (4) Member System Board, will be notified of the non-moving party's failure to submit and of the importance of a timely submission to the System Board.

E. REPRESENTATION

Both the Association and the Company may permit employees covered by this Agreement to be represented at Board hearings by such person(s) as they may choose and designate. In any case, if a pilot does not wish to have Association representation, the Association reserves the right to have a representative participate in the Board hearings.

F. DISCOVERY

Upon written request, a Party shall, within thirty (30) days following receipt of such request, identify documents which it reasonably believes contain information relevant to the grievance pending before the System Board. Upon written request, a Party shall, within thirty (30) days following receipt of such request, identify persons whom it reasonably believes have firsthand knowledge of the facts relevant to the grievance pending before the System Board. Nothing contained herein shall require disclosure of information and/or material that is confidential, proprietary or protected by privilege, e.g. the attorney-client or attorney work product privileges.

G. BOARD PROCEEDINGS

1. No later than fourteen (14) days prior to the date set for the hearing, the parties must exchange copies of all materials (e.g. documents, photographs, electronic evidence, etc.) that they intend to introduce in evidence in support of their respective positions and make available, in writing, the names of all persons they intend to call as witnesses. Nothing herein shall require either party to introduce such documents or call such witnesses during the course of the hearing. No party shall be restricted from introducing documents or calling witnesses that become known, or whose relevance becomes apparent, subsequent to the fourteen (14) day exchange, provided timely notice is given to the opposing party. To the extent a party fails to disclose a document(s) or witness(es) pursuant to the above and seeks to introduce the evidence as direct or rebuttal evidence during the course of the hearing, the System Board and/or arbitrator, may take such action as appropriate to ensure that:

- a. The other party is not prejudiced by the late disclosure of the document(s) or witness(es);
- b. The proceedings are not unduly delayed; or
- c. Additional excessive expense is not incurred.

Nothing contained herein shall prevent a Party from introducing undisclosed documents or calling undisclosed witnesses for the purpose of impeachment.

2. The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operations without interference with the services of the Company.
3. Unless waived, each party has the right to make a closing oral argument at the conclusion of the presentation of evidence.

H. MAJORITY DECISION IS FINAL

All decisions of the Board shall be made by majority vote. Decisions of the Board in all cases properly referred to it shall be final and binding upon the parties. Each member of the System Board shall have one (1) vote. The neutral arbitrator's vote shall be counted last and only entered into the record in order to resolve a deadlock between the Company and Association appointed members. No member may refuse to vote in order to prevent a decision from being rendered. Each member of the Board shall sign the decision.

I. DEADLOCK

If a deadlock occurs in a case properly submitted to a Four (4) Member System Board, it shall be the duty of the Board to endeavor to reach a decision. In the event that the deadlock cannot be resolved or if a majority is not reached, then the grieving party shall have the right to appeal to the Five (5) Member System Board of Adjustment within thirty (30) days from the date the case is declared deadlocked. Failure to give timely notice will constitute withdrawal of the grievance.

J. RECORDS

Unless otherwise agreed by the parties, a stenographic record of the hearings will be taken. The Board shall maintain a complete record of all matters submitted to it for its consideration, and all findings made by it.

K. EXPENSES

1. The Association and the Company shall equally share the fees and expenses of the arbitrator.
2. Each of the parties shall equally share the expenses incurred by the court reporter in preparing the transcript of the hearing.
3. Each of the parties shall equally share expenses incurred to secure meeting rooms for hearings at locations other than at the headquarters of the Association or the Company.
4. Each of the parties will assume the compensation, travel expense, and other expenses of the Board members selected by the respective parties.
5. Board members who are employees of the Company shall be granted necessary leaves of absence for performance of their duties as Board members. A pilot participating as a witness, representative, or Board member shall be issued an authorized Must Ride Pass to prepare for and attend such hearing, and [must ride pass](#) to return from such hearing.
6. Each of the parties will assume the compensation and expenses of the witnesses called by the respective party.

L. FREEDOM TO DISCHARGE DUTIES

It is understood that each System Board member shall be free to discharge his or her duties as a Board member in an independent manner, without fear of retaliation or coercion by the Association or Company.

SECTION 18: STANDARDIZATION

A. CHECK AIRMEN

Check Airmen are pilots with Southwest Airlines with the full protection that is offered to all pilots from the Southwest Airlines Pilots' Association. These pilots are selected as Check Airmen by the Company to perform this additional duty.

1. Check Airmen will be paid not less than seven (7.0) TFP per month above their normal Captain's pay as earned for on-line trips, charters and other flying for performing the duties assigned.
2. Line checks will be paid at standard or non-standard trip rates as the applicable TFP over the routes on which the line check is performed.
3. Trips or compensation will not be lost because of Check Airmen duties.
4. The compensation for specific duties will be paid in accordance with the August 31, 2016 version of the Check Airmen Guide, and it will not be modified in rates of pay or Compensatory Time Off without the agreement of Southwest Airline Pilots' Association.

B. PROCEDURES

1. No pilot will be given an Evaluation Event by any Check Airman not on the Master Pilot Seniority List and who has not accumulated at least one thousand five hundred (1,500) hours of pilot-in-command time and two (2) years operating experience as a Captain on the Southwest Airlines Master Pilot Seniority List.
2. Should a pilot, through the course of Simulator Evaluation Events or line events, be subject to the Remedial Training Program (or its AQP equivalent), any final Evaluation Event prior to review by Flight Operations Leadership will be performed by a Check Airman on the Master Pilot Seniority List. In the event that additional training or another Evaluation Event (e.g. a re-check) is required, both the pilot and the Association must be notified not less than twenty-four (24) hours in advance of any such additional training or Evaluation Event.
3. After a failure, certificate action, or termination a pilot may request that a neutral observer be present for the Simulator Evaluation Event. The neutral observer will be chosen from a list of pilots mutually agreed upon by the Vice-President of Flight Operations and the Association. This list will be reviewed and updated annually, and no observer on the list will be used prior to receiving, at a minimum, training in check ride procedures and required standards.
4. Pilots are encouraged to submit evaluations of Check Airmen performance to their Chief Pilot or Standards Management.

SECTION 19: RETIREMENT

A. SOUTHWEST AIRLINES PROFIT SHARING PLAN

1. It is recognized that the pilots of Southwest Airlines depend on the Southwest Airlines Co. Profit Sharing Plan (referred to in this Section 19 as the "Profit Sharing Plan") to provide for a portion of the pilots' retirement program.
2. Should the Southwest Airlines Board of Directors take action to terminate or modify the Company contribution provisions of the Profit Sharing Plan, this Agreement will be reopened for the limited purpose of negotiating a plan to replace the Profit Sharing Plan or modify the SWAPA 401(k) Plan. Until such modifications are implemented, the pre-existing formula for pilots shall continue.
3. Any profit sharing on a pilot's eligible annual compensation will be deferred to the Profit Sharing Plan until the total amount of such deferrals reaches the SWAPA Board of Directors selected "Profit Sharing Deferral Percentage." The Association will notify the Company of such selection prior to the beginning of the Profit Sharing Plan year. In the absence of a notification, the Profit Sharing Deferral Percentage will be the prior year's selection.

The Profit Sharing Deferral Percentage will be one of the following levels:

- a. 5.0%
- b. 7.5%
- c. 10.0%
- d. The actual profit sharing percentage calculated by the Company for the Plan year.

If the actual Profit Sharing percentage calculated by the Company for the Plan year is less than the selected Profit Sharing Deferral Percentage, Profit Sharing will be the actual Profit Sharing percentage calculated by the Company, and it will all be deferred to the Profit Sharing Plan.

Any profit sharing in excess of the selected Profit Sharing Deferral Percentage will be paid to pilots in cash and be subject to applicable withholding. These cash distributions will not be considered eligible compensation for purposes of the Profit Sharing or 401(k) Plans.

4. Should the investment options available in the Profit Sharing Plan be reduced to fewer than the number and type of funds available in the Profit Sharing Plan as of the date of ratification of this Agreement, the Company will, upon request, report the reasons for such reductions to the Association. In such case, the Association may present to the Profit Sharing Plan administrator its recommendations as to number and type of funds available in the Profit Sharing Plan.
5. The Company will maintain telephone and/or electronic/web access to the Profit Sharing Plan, such access to include but not be limited to fund balance, fund transfer, etc.
6. When a pilot reaches age fifty-nine and one-half (59½), the Company will allow him to wire (electronic transfer) vested money from his Profit Sharing Plan account into his Southwest Airlines Pilots 401(k) account once per calendar year.
7. Profit sharing payments under this paragraph on earnings in excess of 401(a)(17) limits for each pilot shall equal the total amount of such excess earnings times the Profit Sharing percentage applicable to earnings below the 401(a)(17) limit under the terms of the Profit Sharing Plan. (Note: This paragraph will apply to the 2016 plan year Profit Sharing contribution based on 2016 performance if this agreement is ratified in 2016.) For the 2016 and 2017 plan years, pilots will receive such amounts as cash payments. Starting with the 2018 plan year, pilots may receive such amounts as cash payments or fund the plan as set forth in Section 19.E.

B. SWAPA PILOT 401(K) PLAN

1. It is recognized that the pilots of Southwest Airlines depend on Southwest Airlines Pilots 401(k) Plan (referred to in this Section 19 as the "401(k) Plan") to provide for a significant portion of the pilots' retirement program.
2. The Company will make a direct Non-Elective Contribution (an "NEC") for each pilot to the 401(k) Plan. This NEC will be one hundred (100%) percent vested. The Company consents to this becoming a safe harbor NEC as soon as administratively possible. The Company will contribute a percentage of the pilot's eligible compensation as follows, effective as of:
 - i. 1/1/2017: 13.4%
 - ii. 1/1/2018: 14.2%
 - iii. 1/1/2019: 15.0%

NECs on amounts that are in excess of the limits under Section 401(a)(17) of the Internal Revenue Code will be received as set forth in Section 19.E.

The pilot will receive a nine and three tenths percent (9.3%) NEC on compensation for the period 10/1/2016 through 12/31/2016, less any Company match received on the same compensation.

The Company matching contributions will continue in the 401(k) Plan through December 31, 2016 at the same rate as in effect in the prior collective bargaining agreement. Effective as of January 1, 2017, the 401(k) Plan will not offer matching contributions on each pilot's contribution to the 401(k) Plan.

3. At any time prior to July 1, 2020, the Association may elect, on an irrevocable basis, to amend the Agreement, effective January 1, 2021, (i) to increase the percentage of NEC contributed on behalf of each pilot to the 401(k) Plan in Section 19.B.2 by one percent (1%) from fifteen percent (15%) to sixteen percent (16%), and (ii) to change all equipment longevity pay rates in Section 4.C.2 to equal the October 1, 2019 equipment longevity pay rates increased by two percent (2%).
4. The Company will make the required NEC each pay period (for amounts up to the 401(a)(17) limit) and true-up at least annually for any compensation adjustments and USERRA deemed compensation, as required by law.
5. The Company will agree to allow new hire admission for the purposes of salary deferrals (on the first day of the quarter following date of hire) to the existing 401(k) Plan. New hire pilots will receive NECs on the same basis as for other Southwest pilots from the date of hire.
6. The Company will maintain a Roth 401(k) Plan contribution option in the current 401(k) Plan. The investment options will mirror the 401(k) Plan options for pre-tax contributions.
7. The Association shall administer the 401(k) Plan.
8. 401(k) Plan investment fund options shall be as determined by the Association.
9. The 401(k) Plan document will permit the Association to operate a self-directed brokerage account, and determine the percentage of assets each pilot will be allowed to invest in the self-directed brokerage account, subject only to the Association's fiduciary responsibilities to the Plan and Plan participants.
10. A pilot may change his/her investment options as determined by the Association. The Association will be responsible for ensuring that pilots have access to the 401(k) Plan, such access to include, but not limited to, fund balance and fund transfer through telephone and/or electronic/web.

11. Loans from the 401(k) Plan will be available. Loan terms shall be as stated in the 401(k) Plan.
12. Ratification Bonus payments listed in Section 4.3 of the Ratification Bonus Letter of Agreement (LOA) shall be eligible compensation for Section 19.B.2 and receive a 9.3% NEC as set forth in the Ratification Bonus Letter of Agreement.

C. TOP HAT PLAN

1. The Company will maintain a "Top Hat Plan" whereby a pilot with pilot earnings in the eligibility year in an amount to be determined by the Association and the Company, but in no event less than one hundred sixty thousand dollars (\$160,000), may elect to defer a portion of his compensation (up to twelve thousand five hundred dollars (\$12,500) for pilots under age fifty (50); up to twenty-five thousand dollars (\$25,000) for pilots ages fifty (50) to fifty-five (55); up to fifty thousand dollars (\$50,000) for pilots over age fifty-five (55)) to be paid out at a later time. The plan will incorporate the 415 Excess Plan investment options and rabbi trust provisions.
2. Participants will be one hundred percent (100%) vested in all contributions and earnings in the Top Hat Plan from the date of participation.
3. The Top Hat Plan will also hold any Company Profit Sharing Plan and 401(k) Plan contribution make-up amounts due to a pilot's Top Hat deferral, in accordance with the current plan.

D. 415 Excess Plan

1. The Company will maintain a tax-deferred "415-Excess Plan," by which Employees may elect to defer receipt of contributions in excess of the amounts allowed by Section 415 of Internal Revenue Code to be contributed to a qualified retirement plan.
2. Under the 415-Excess Plan, the Company will place contributions designated for equity investment in a tax-deferred rabbi trust, with investment elections to include but not be limited to a selection of at least three (3) Target Date funds.
3. Contributions in excess of 415(c) limits paid in cash will not be considered eligible compensation for purposes of the Profit Sharing Plan or the 401(k) Plan.

E. 401(a)(17) Plan

1. In accordance with Sections 19.A.7 and 19.B.2, Profit Sharing and 401(k) NEC amounts paid on earnings in excess of 401(a)(17) limits will be contributed to the 401(a)(17) Plan or paid in cash as set forth in Section 19.E.2. below. These cash payments will not be considered eligible compensation for purposes of the Profit Sharing or 401(k) Plans.

2. The Company will maintain a tax-deferred “401(a)(17) Plan,” incorporating the 415 Excess Plan investment options and rabbi trust provisions. Participants will be one hundred (100) percent vested in all contributions and earnings in the 401(a)(17) Plan from the date of participation. Pilots will receive such amounts as follows:
 - a. For the 2016 plan year:
 - i. Amounts earned under Section 19.B.2 of the Agreement between the Association and the Company that became amendable as of 2012 will fund the 401(a)(17) Plan as contemplated by such Section.
 - ii. Pilots will receive all other amounts as cash payments.
 - b. For the 2017 plan year, pilots will receive all such amounts in cash.
 - c. Starting with the 2018 plan year, pilots may elect annually to receive such amounts as cash payments or fund the plan set forth in this Section 19.E. If no election is made the pilot will receive all such amounts in cash.

SECTION 20: PHYSICAL EXAMINATION

A. STANDARDS

1. The physical standards required of a pilot will be the standards established by the FAA, by statute, or other applicable governmental regulation. In the event of a change in the method of medical certification or standards, the provisions of this Agreement may be reopened upon request of either party for the limited purpose of renegotiating with respect to the provisions of this Section.
2. The Company will accept any medical waiver (statement of demonstrated ability or similar) issued by the Federal Aviation Administration that allows a pilot to hold the required class of medical certificate.
3. If a pilot cannot maintain the class of medical certificate the FAA, by statute, or other applicable government regulation, requires of him in his current status, he must notify the Company immediately. Thereafter, such pilot will be permitted to bid only vacancies in a status where his seniority and his medical certificate under the Federal Air Regulations, by statute, or other applicable government regulation, will permit him to hold.
4. Physical Examination Reimbursement
 - a. Pilots will receive an allowance to offset the cost of flight physical examinations completed in 2016. This allowance will be included automatically in the January 20, 2017 paycheck. Required routine and non-routine FAA physicals completed on or before December 31, 2016 will be reimbursed as follows:
 - i. Each Captain/Captain-qualified First Officer, qualified or in upgrade training as of December 31, and each First Officer sixty (60) years old or older on December 31 and bidding as a First Officer, will receive an allowance of two hundred dollars (\$200.00) per year (two (2) examinations x one hundred dollars (\$100) per flight physical examination).
 - ii. Each First Officer who has not yet entered upgrade training and is designated a First Officer for bid purposes will receive an annual allowance of one hundred dollars (\$100.00).
 - iii. In addition, each pilot who has reached, or will reach his/her fortieth (40th) birthday on or before December 31, will receive an annual allowance of fifty dollars (\$50.00) for the required annual EKG.
 - iv. Each pilot who reaches his/her thirty fifth (35th) birthday during the look-back year will receive an additional allowance of fifty dollars (\$50.00) for the baseline EKG requirement.

- b. Required routine and non-routine FAA physicals completed on or after January 1, 2017, will be reimbursed as follows:
 - i. Each pilot will receive a reimbursement not to exceed one hundred twenty dollars (\$120.00) per required flight physical (i.e. actual cost of each examination will be reimbursed up to one hundred twenty dollars (\$120).
 - ii. In addition, each pilot who has reached his/her fortieth (40th) birthday will receive a reimbursement not to exceed fifty dollars (\$50.00) for the required annual EKG.
 - iii. Each pilot who reaches his/her thirty fifth (35th) birthday will receive a reimbursement not to exceed fifty dollars (\$50.00) for the baseline EKG requirement.
 - iv. Should the EKG requirements be modified by the FAA, the above reimbursement will be modified accordingly.
 - v. In order to receive reimbursement, a pilot must complete and submit an expense reimbursement form provided on SWALife.com.

B. FITNESS FOR DUTY

If the Company has reasonable cause to question a pilot's ability to safely perform his duties, he may be required, at the Company's expense, to undergo an examination reasonably related to the Company's cause for concern, by a medical doctor with relevant expertise, chosen by the pilot. The Company shall state in writing the specific reason for the examination. The Association will be immediately notified by the Vice-President of Flight Operations of any decision to send a pilot to such an exam.

A pilot will not be required to report for a Fitness for Duty Exam without first being afforded the opportunity to meet with his Chief Pilot, Assistant Chief Pilot, or Designee who is on the SWA Master Pilot Seniority List. If the pilot so chooses, he may be accompanied by a SWAPA Representative during the meeting.

1. GENERAL

The Company and the pilot shall receive a report of any medical doctor's findings. This report shall state any duty limitations or a statement of fitness for duty, not diagnoses or results. No diagnosis or results will be given to the Company. Any record pertaining to such examination(s) shall be maintained in a confidential file separate from other personnel records and will be limited in scope as described below. The information gained through the examinations and/or treatments of an examining medical doctor shall be kept inviolate as "privileged communications" and no part of such examinations, treatments, or records shall be disseminated to any

individual, agency, or any other entity without the expressed written consent of the pilot or except as required by law.

2. PAY AND CREDIT

- a. The cost of the examination will be paid by the Company to include necessary hotel accommodations and expenses in accordance with Section 4.T. A pilot will be entitled to make must ride reservations to and from the examination from the pilot's domicile or Southwest commuter city.
- b. A pilot will be removed from flight status with pay until the fitness for duty examination is complete and determination of fitness for duty is made.
- c. If the pilot is deemed fit for duty, he will be returned to his scheduled line flying. If the pilot is deemed unfit for duty, the pilot will begin to use accrued sick leave or any other mechanism provided. The pilot will make a reasonable effort to schedule such examination in a timely manner.
- d. If the pilot has been withheld from service involuntarily by the Company and is found to be fit for duty, he will be made whole for all lost compensation, lost benefits, and reasonable expenses incurred as a result of being removed from flying. Any pay lost will be reimbursed by the Company with no reduction to the pilot's Sick Leave Account.
- e. To determine lost compensation, the pilot will be guaranteed the greater of:
 - i. TFP removed from the pilot's board at the time of the trip pull; or
 - ii. The bid line average on a prorated basis; or
 - iii. The average trips paid for the previous six (6) bid periods prior to being removed from flight status, on a prorated basis. If the six (6) month calculation is used to determine pay, the high and low months will be dropped and the four (4) remaining months will be averaged to determine a daily credit value. If a full six (6) month look back is unavailable due to un-flown months, only the full months flown will be averaged.

SECTION 21: TRANSFER TO SUPERVISORY DUTY

A. TRANSFER

1. A pilot transferred to supervisory duty will retain and continue to accrue seniority and longevity.
2. When a pilot is transferred to supervisory duty on account of sickness or injury, or becomes sick or injured while on such supervisory duty, that pilot will retain and continue to accrue seniority and longevity during such period of sickness or injury whether or not able to maintain his medical certificate required for the pilot's status, until able to return to flying duty or if found to be unfit for such duty for a continuous period of seven (7) years, unless extended by mutual consent of the Company and the Association. Return to flying duty will be subject to a qualifying period of no more than six (6) months.
3. Any dispute arising hereunder concerning the physical fitness of such pilot will be determined in accordance with Section 20, Physical Examination.

B. PROCEDURES

1. Management, supervisory, project pilot, and designated Association representatives may replace a line pilot on his regularly scheduled pairing in order to maintain flight proficiency. The displaced pilot will be paid as though he flew the trips.
2. Assistant Chief Pilots must have at least three (3) years' experience as Southwest Airlines pilots. First Officers who upgrade to Captain while serving in this position must return to line flying and complete at least two (2) years of flying as a Southwest Airlines Captain before returning to any Chief Pilot position. All other supervisors (Chief Pilots or equivalent and above) who have supervisory and disciplinary authority over pilots covered by this Agreement must have flown as a Southwest Airlines Captain for at least two (2) years to be eligible as a supervisor. This provision does not apply to supervisors in Flight Operations who do not have supervisory or disciplinary authority over pilots covered by this Agreement, nor does it apply to corporate officers of Southwest Airlines. "Corporate officers" as used herein refers to persons who hold at least a Vice President or equivalent position with Southwest Airlines.
3. Except for pilots on the Master Pilot Seniority List as of ratification, no pilot may fly as a Captain unless he has completed one (1) year of probation as a First Officer at Southwest Airlines.

SECTION 22: REDUCTION IN FORCE, FURLOUGH AND RECALL

A. FURLOUGH

1. Except as provided in Section 22.A.2.b. of this Agreement, if the Company determines it is necessary to reduce the number of active pilots, the Company shall furlough pilots in reverse order of system seniority as listed on the Master Pilot Seniority List. All pilots holding a seniority number at the time of furlough shall be subject to the provisions of this Section regardless of their employment status at that time (e.g., active flying service, leave of absence, disability, probationary pilots).
2. Reductions in the number of pilots shall be accomplished as follows:
 - a. A pilot shall receive at least thirty (30) calendar days' notice with a copy to the Association prior to the effective date of any furlough. In the event he receives less than thirty (30) days' notice, he shall be pay protected for thirty (30) days in lieu of that notice.
 - b. Prior to the issuance of furlough notices, the Company may offer voluntary furloughs. Voluntary furloughs shall be granted in order of system seniority. The Company shall make its best effort to provide pilots at least thirty (30) calendar days' notice of the offer of voluntary furloughs, with a copy to the Association.
3. A pilot who is on furlough shall file with the Company his current mailing address to be used in the event of recall. A pilot shall advise that Company department in writing of any change to his address.
4. A furloughed pilot shall retain all longevity and seniority accrued prior to furlough and shall continue to accrue longevity for a period of three (3) years. A furloughed pilot shall retain and continue to accrue seniority for a period of ten (10) continuous years.
5. A furloughed pilot shall retain his sick and OJI banks.
6. A furloughed pilot shall be compensated for any earned and accrued vacation that is unused as of the date of furlough.
7. The continuation of a pilot's benefits beyond his furlough date shall be governed by applicable state or federal laws except that a pilot shall continue to be eligible for Company-related insurance programs for a period of five (5) months. After this time, the pilot will be allowed to pay premiums at the applicable COBRA rate for a period of up to eighteen (18) additional months.

8. The Company shall notify the Association in writing if it anticipates a furlough or a recall. Upon written request, the Company shall meet and consult with the Association concerning possible adjustments to provisions of this Agreement that may avoid or mitigate the effects of a furlough.
9. A furloughed pilot shall continue to be eligible for Company jumpseat privileges, as provided in Section 2.L. of this Agreement, for twenty-four (24) months, subject to TSA approval. A furloughed pilot will continue to have access to SWALife, and CWA for twenty-four (24) months. Company job postings are and will be available on SWALife. A furloughed pilot may coordinate with his last flight manager if he desires to apply for any Company positions.
10. A furloughed pilot will retain space available pass privileges on the Company route system for a period of twenty-four (24) months.
11. Recall shall be offered to all pilots on furlough prior to the employment of a new hire pilot.
12. The Company shall not schedule in excess of the contractual work day limits while any pilot is on furlough.

B. RECALL

1. Pilots, including pilots who have not completed their probationary period, shall be recalled from furlough in order of system seniority.
2. Furloughed pilots shall be notified of recall in writing with a copy sent to the Association. The notice shall allow the pilot at least thirty (30) days to report for duty. The pilot shall respond in writing within fourteen (14) calendar days following his receipt of the recall notice, and state whether he will accept recall.
3. A pilot recalled from furlough shall be returned to the payroll on the day he resumes active employment. His TFP rate shall be the TFP rate for the crew position to which he has been recalled.
4. If a recalled pilot is unable to return to active flying service due to medical reasons, the following shall apply:
 - a. If the pilot was on disability at the time of furlough, his eligibility for disability benefits shall be governed by Section 14 of this Agreement.

- b. If the pilot was on sick leave at the time of furlough he shall not be entitled to sick leave until after he has returned to an active pay status; provided, however that if the pilot would otherwise be entitled to sick leave based on the same injury or illness that caused him to be on sick leave at the time of furlough, he may re-enter sick leave upon recall.
 - c. If the pilot was not on sick leave at the time of furlough, he shall not be entitled to sick leave until after he has returned to an active pay status.
 - d. If the pilot does not qualify for sick leave or disability, he shall be placed in a medical leave of absence.
 - e. For purposes of Section 3.B.4.f. of this Agreement, a pilot shall be considered as having returned to a flying position.
5. A pilot may decline recall and remain on furlough if a junior pilot remains on furlough; provided, however, a pilot may not decline a recall if the Company has sent notice of recall to all furloughed pilots, and the pilot has not requested and been granted a leave of absence in accordance with Section 12 of this Agreement.
6. Even if no junior pilot remains on furlough, a pilot may decline recall and remain on furlough for the duration of any individual contract of employment, not to exceed twenty-four (24) months, to which he is a party at the time of his recall. The pilot shall provide the Company a copy of his contract of employment.
7. A pilot's election to decline recall and remain on furlough in accordance with Section 22.B.4. or B.5. shall not exceed the period of ten (10) years referred to in Section 22.A.4. of this Agreement.
8. A pilot who is recalled from furlough shall be guaranteed six (6) bid periods of employment as an active pilot, or in lieu thereof, six (6) bid periods worth of pay at ninety-five (95) TFP per four (4) week bid period.

C. INCENTIVE PLAN

The Company may, at its option, elect to avoid or mitigate a furlough by offering pilots or a specific group of pilots (using age or seniority, unless the Association consents to an alternate selection criteria) voluntary early retirement and/or severance packages. If made to a specific group of pilots, any offer shall be made on a uniform and non-discriminatory basis. The Company shall notify, meet and consult with the Association prior to making any offer pursuant to this paragraph.

D. NON-FLYING EMPLOYMENT OPPORTUNITIES

A pilot to whom a furlough notice has been issued may compete for available non-flying employment with the Company for which he is qualified for a period of ninety (90) days following the effective date of his furlough or until expiration of the period, if any, during which the pilot is entitled to receive furlough pay, whichever is later. If a pilot is offered and accepts non-flying employment, his pay, working conditions and benefits, including any relocation benefits, shall be determined by Company policies pertinent to that position.

E. FURLOUGH PAY

1. Each time a pilot is furloughed, he shall receive furlough pay based on his longevity as a pilot, in accordance with the table below. The TFP rate of furlough pay shall be the rate applicable to the pilot's crew status on the day prior to the effective date of his furlough. For purposes of this paragraph, bid period compensation is deemed to be ninety-five (95) TFP and a bid period is deemed to be four (4) weeks. Furlough pay shall be paid to a pilot as provided in Section 4, commencing with the bid period immediately following a pilot's furlough.

LONGEVITY AS PILOT FURLOUGH PAY	BID PERIODS
Less than 1 year	0.0
1 year or more, but less than 3 years	1.0
3 years or more, but less than 4 years	1.5
4 years or more, but less than 5 years	2.0
5 years or more, but less than 6 years	2.5
6 years or more, but less than 7 years	3.0
7 years or more, but less than 10 years	3.5
10 years or more	4.5

2. A furloughed pilot may elect to reduce the dollar amount of the payments of the furlough pay to which he is entitled by fifty percent (50%). In this event, the number of bid periods during which the pilot is entitled to receive furlough pay shall be doubled. Any election of this option shall be made prior to the effective date of furlough and may not be modified after the commencement of the furlough.

3. If a pilot receiving furlough pay is recalled, his furlough pay shall terminate on the date he resumes active employment. However, if the pilot has elected reduced payments in accordance with Section 22.E.2., he shall receive forty-seven and one-half (47.5) TFP of furlough pay per bid period, on a pro-rated basis, if applicable, for the period he was on furlough, not to exceed the maximum furlough pay to which the pilot is entitled pursuant to Section 22.E.1. of this Agreement.
4. If a furloughed pilot is on leave of absence on the effective date of furlough, his furlough pay, if any, shall be based on his scheduled or actual return from leave of absence, whichever is later. His furlough pay shall be reduced by a prorated amount for each day he was on leave of absence (or scheduled to be on leave of absence) after the effective date of the furlough.
5. If a furloughed pilot is offered and accepts non-flying employment with the Company, the total furlough pay to which the pilot is entitled shall be reduced by the compensation he received for his non-flying employment during the bid period(s) with respect to which the pilot is entitled to furlough pay, as provided in Section 22.E.1.
6. A furloughed pilot shall be issued a furlough identification card containing the pilot's name and date of furlough. The issuance of a furlough ID card shall not entitle furloughed pilots to benefits any greater than those specifically provided for such pilots under the terms of this Agreement.

SECTION 23: TRAINING AND UPGRADE

A. COMMUNICATION

The Company and Association shall hold meetings not less than annually, or more frequently if requested by the Company or the SWAPA President, to share data, statistics, and information related to training standards. Members of the SWAPA Training & Standards Committee may request to attend scheduled instructor meetings, and participation may be approved on a case-by-case basis at the discretion of the Director of Training. Establishment of training requirements and performance standards shall be specified in the appropriate Flight Operations Manual (FOM) and the current training manual and will be made readily available to pilots electronically. Any changes to the above referenced manuals and documents shall be provided to SWAPA's Contract Administration Committee and Training & Standards Committee.

B. TRAINING PHILOSOPHY

It is recognized that pilots do not learn at the same rate. There may be disparities in the experience level and background of pilots entering the same training event. In all levels of training, maneuvers may be re-accomplished and training may be conducted as allowed.

C. REVIEW

In an effort to re-qualify a pilot in an efficient manner after a pilot fails to successfully complete any portion of a ground, flight and/or simulator event, the Director of Training or his designee will:

1. Inform SWAPA as soon as possible of such a failure via an email to a designated SWAPA email address;
2. Inform the pilot that he may have a SWAPA representative present at the debrief. If the pilot elects to have a SWAPA representative at the debrief, the representative may be allowed to be present via conference call if he is unable to attend in person.
3. Ask the pilot if he feels the event was conducted in a fair and professional manner;
4. Debrief the pilot with the deficiencies of his event and discuss potential cause;
5. Discuss the planned re-training and the time line of such training; and
6. After such debrief, the pilot may request to meet with a member of Flight Operations and the Association when all parties are available.

D. TRAINING SCHEDULING

1. A pilot shall not be assigned to any training event excluding new hire training on the following days: Thanksgiving, Christmas Day, or New Year's Day except:
 - a. A pilot may be scheduled to deadhead to Training after 1500 local domicile time on Thanksgiving, Christmas or New Year's Day. The Company will make every attempt to avoid scheduling deadheads to training on these holidays. Pilots will not be scheduled to DH from training back to domicile on Thanksgiving, Christmas, or New Year's Day.
 - b. A pilot may be scheduled for training on the day before Thanksgiving Day, Christmas Eve, and New Years' Eve provided the event is scheduled to terminate in time for the pilot to return to his domicile after completion of training in the same day.
 - c. These restrictions may be waived at the pilot's discretion.
 - d. A pilot shall not be required to train or travel to or from training during his awarded vacation period(s).

E. Casual observers are not permitted in a simulator during a training qualification event without the mutual agreement of all pilots receiving training. FAA Air Carrier Inspectors, Check Airmen, Instructors receiving training, Association representative (if requested by trainee), or other Company employees receiving required training are not considered "casual observers."

F. A pilot returning from a leave may request an additional training period prior to an Evaluation Event at no pay. The Company will provide such training based on simulator and Instructor availability.

G. GENERAL

1. Pilot training will include ground training and, flight simulator training during recurrent, initial, upgrade training, transition, and any other training or qualifying required by FAA regulations, Company policy or provisions of this Agreement.
2. Airport and route qualification will be excluded from the provisions of this Section. If flown, they will be paid under Section 4, Compensation.
3. The Association President or his designee will be made aware of amendments to SWA flight operations training required by FAA or NTSB rulings and/or amendments to our current procedures that pertain to operating equipment. The Company will discuss the training issues with the Association President or his designee.

4. Any open Line Orientated Evaluation (LOE) event that is not covered by another trainee will be awarded through the open time system. Other training will be covered through the open time system if Training Scheduling is unable to cover with in-house instructors. An in-house instructor may be used for all events prior to JA for the simulator event. The Check-Airman or FAA official will be briefed that the replacement pilot is not being evaluated.
5. A pilot will be advised of any unsatisfactory report prepared on any phase of training, and upon request will be shown a copy of any training record-keeping forms, including comments, prepared on any phase of that training.
6. A pilot may inspect his electronic training file at any time during normal office hours and will be provided with a copy of material contained in such file upon request.
7. Events of exceptionally limited training will not take longer than ten (10) minutes to complete as referenced in Section 4.K.1.h.

H. DISTANCE LEARNING

1. The Company may offer Distance Learning that will be paid in accordance with course length parameters defined in Section 4.K.1.g.
2. General:
 - a. SWA Technology Support: All internet based training will be compatible with Southwest Airlines standard computer equipment that is specified on SWALife at the time the course is implemented and supported by Technology.
 - b. Courseware Production: SWA Flight Operations Training department will provide access to training on the Company designated mobile device. In the event that courseware cannot be made compatible with the Company designated software/browser on the Company designated mobile device, the Company will continue to ensure that the required internet training courseware will be compatible and useable on mainstream computer OS/Browsers, as necessary. Current examples of mainstream browsers are:
 - i. Internet Explorer (Win)
 - ii. Firefox (Win and Mac)
 - iii. Chrome (Win and Mac)
 - iv. Safari (Mac)

- c. Recognizing that technology advances, the Association, or its representatives, will meet with officials designated by the Company yearly, or more often if needed, to discuss current operating systems/browser compatibilities that the Training Department can create courseware to operate within.
 - d. The Association will be provided access to the training product at least fourteen (14) days prior to implementation, unless mutually agreed upon by the Company and the Association.
 - e. Once the product is electronically available on a secure website, the Company will provide a link with the understanding that only authorized Association personnel will preview the course. The link and/or product will not be shared outside of the Association.
 - f. If the Company is unable to facilitate training via pilot EFB, the Company will afford pilots the ability to schedule and complete training on computers in the pilot domiciles. A minimum of three (3) computers in each domicile will be provided to allow all three (3) pilots an opportunity to complete the internet based ground training in their domiciles simultaneously within the contractually agreed upon time limit.
 - g. The Company retains the right to manage and has full responsibility for training course content. However, once implemented, course content shall not be changed without prior notification to the Association. Length of course changes shall be provided to the Association in addition to course content changes.
3. The Company will use the following Notification and Disqualification Procedures:
- a. All Continuing Qualification Training (CQT) that is internet-based training must start on the first of the month. All non-CQT internet-based training may start on any day of the month provided that fourteen (14) days notification is given to the pilot.
 - b. The Company will send via the Crew Management System a system wide notification message to pilots that have not completed the training event informing the pilot of the training completion deadline. This notification will be done fifteen (15) days prior to the deadline. A list of pilots still pending training will be posted on SWALife. For CQT events, the Base Coordinators/Training Scheduling will notify pilots via CMS Message and advise the pilots that scheduled flying events may be pulled at no pay if the training is not complete by the 25th day of the last training month.

- c. A pilot who does not complete required training by the Company-posted deadlines will be considered Disqualified and removed from scheduled flying without pay until the training is successfully completed.
 - d. At his Chief Pilot's discretion, the pilot may be granted an extended period of time to complete the training if the pilot is not scheduled for any flying. If training is not complete forty-eight (48) hours prior to the beginning of a trip, Training Scheduling may pull the pairing at no pay.
 - e. The Company shall provide each pilot with a minimum of sixty (60) days to complete the non-recurrent internet-based training, except as provided below:
 - i. Distance Learning courses, if required for transitioning to a Near International Domicile or EBG, must be completed by the 25th of the month prior to entering the bid period in the new International Domicile or EBG; and
 - ii. The parties agree to establish completion timelines for DL courses if required for Near International or ETOPS training/currency prior to implementation.
 - f. The Company shall provide each pilot with a minimum of his training month, the month prior to the training month, and the grace month (month following training month) to complete CQT internet-based training.
4. Course Length Determination:
- SWA Training will determine course length.

I. TRANSPORTATION AND HOTEL ACCOMMODATIONS

- 1. A pilot will be entitled to make must ride reservations to and from Training. The reservation can be made from the domicile or Southwest commuter city. A pilot desiring must ride reservations may contact Southwest Reservations or his Base Coordinator with the specific flights he plans to use for travel to or from Training. Reservations can only be made if seats are available; therefore, a pilot is encouraged to make reservations as soon as the training results are posted. Without a reservation, the pilot reverts to a lower priority. If a pilot changes his reservation, it is his responsibility to cancel the previous reservation.
 - a. Training Scheduling will display the planned travel time (currently TRDH) to and from Training in the Crew Management System (CMS). Should a pilot desire to travel outside the times displayed in the CMS, the pilot should contact Training Scheduling or Crew Scheduling and verify the desired travel schedule is legal. If the change is legal, the CMS will be updated to reflect the planned travel time. If

a flight runs late, and the pilot arrives for Training or back in domicile outside the times listed in the TRDH, Training Scheduling or Crew Scheduling should be notified and the CMS will be updated.

2. The Company will make hotel reservations. If a pilot does not need a hotel accommodation, the pilot should contact Training Scheduling to cancel the reservation.
 - a. A pilot attending multi-day training in the domicile in which he is based will be provided a hotel room, if elected in his training preferences, for all nights subsequent to the first day of training while attending training.
3. The Company may, at its discretion, schedule a pilot on another air carrier (off line) to training. The pilot will be paid at the appropriate rate as if the pilot had flown on a Southwest scheduled route.
4. A pilot who accesses his own off line transportation will be reimbursed for normal ground transportation expenses to and/or from Dallas Fort Worth International (DFW) Airport and the Training Center or the assigned crew hotel, as appropriate, if local transportation is not otherwise provided. A pilot arriving and/or departing Love Field (DAL) will be provided suitable timely transportation between the Training Center and the Love Field terminal.
5. Should a pilot have a break in upgrade or transition training of forty-eight (48) hours or more, must ride deadheads to and from his domicile or commuter city will be provided. Deadheads are not paid during breaks in training unless the pilot is returned to the line to fly during this break. Must Ride deadheads will be scheduled in accordance with Section 23.I.1.
6. Upon request, a hotel room will be provided for unscheduled overnights in DAL or any other city to/from DAL caused by delays and cancellations. The pilot will be paid DPM for the additional day(s) if the pilot is not returned to his domicile.

J. SCHEDULING

1. All pilots will be removed from regular flying for the duration of their training period. Such training period will include any travel time necessary to place a pilot in position for this training and return to domicile after training has been completed.

For upgrade training, flying remaining on a pilot's line during breaks in training will be pulled with pay and the pilot's line will be blocked over those flying days pulled to ensure days free of duty during this time.

2. Training Duty Period:

- a. Classroom training will not exceed nine (9) hours duration in any twenty-four (24) hour calendar day. For classroom training this duty period may be extended to twelve (12) hours in order to deadhead to training or thirteen (13) hours to deadhead from training.
- b. Flight simulator training will not normally exceed four (4) hours per day, excluding brief and debrief, and total training periods will not normally exceed ten (10) hours in any twenty-four (24) hour calendar day. Briefing periods count towards the ten (10) hours.
- c. Deadhead to training which is not broken by an intervening crew rest per Section 23.J.3., below is considered as part of the normal ten (10) hour training duty period, except as extended under subsection 2.a. above.
- d. No pilot will be scheduled to begin more than one (1) simulator or flight training session in any calendar day. Nonrecurring ground training, not exceeding two (2) hours and nonrecurring simulator training not to exceed one (1) hour may be added to CQT Simulator Training events provided the training will not result in disqualification of a pilot.
 - i. No seat support pilot will be scheduled to be in the simulator for more than four (4) hours in a calendar day.
 - ii. Single events that require four (4) hours will be considered a single seat support Open Time event.
 - iii. Events that require two (2) hours of simulator time will be scheduled adjacent to each other to create one (1) contiguous four (4) hour period.
 - iv. In the event a four (4) hour period overlaps two (2) published simulator sessions, the report time will be adjusted accordingly.
 - v. Open Time seat support simulator events will be constructed as six (6) hour events with a release time two (2) hours later to accommodate unforeseen operational delays.
 - vi. A remark will be added to Open Time seat support simulator events to ensure clarity that DHR does not apply to simulator events.
- e. Deadhead time to return the pilot to domicile does not count toward the training duty day.

- f. The Company will not schedule a pilot for training, or a combination of training and flying, in excess of six (6) Southwest days without a Southwest day free from duty.

3. Crew Rest:

- a. Prior to any simulator training period, a pilot will be scheduled for a minimum of twelve (12) hours free of duty, except as provided in Section 23.J.3.c. below, and must receive a minimum of ten (10) hours free of duty. Prior to any classroom training, the pilot will be scheduled for a minimum of ten (10) hours free of duty. At the pilot's request, a pilot's rest may be reduced below ten (10) hours but in no case less than eight (8) hours to attend ground school.
- b. After any training period, a pilot will be scheduled for a minimum of twelve (12) hours free of duty as follows:
 - i. Rest can begin immediately after training. Deadheads following rest to join a scheduled pairing are governed under Section 5.D.2.i.

Or

- ii. Rest periods which follow deadheads will begin thirty (30) minutes after the pilot has been returned to domicile on a Company scheduled flight.
- c. When a pilot is scheduled for multiple days of training, a minimum of ten (10) hours crew rest between training days will be provided.
- d. The Company will make every attempt to avoid scheduling pilots for flight simulator training between the hours of 0030 and 0530 including any briefing or debriefing time. This time is DAL or Central Time and not the pilot's domicile time. The Association recognizes that during peak training times, the Company may require late training periods. However, under no circumstances will a pilot be scheduled in these time periods to accommodate contract training. Under no circumstances will LOE or other jeopardy events be scheduled between the hours of 0030 and 0530.
- e. The Company may offer one (1) non-recurrent classroom training event (not to exceed eight (8) hours) at the domicile per year. A pilot may elect through preferences to take the training at any domicile in which it is offered. A pilot electing to train in a domicile different than his own waives all deadhead training pay for that event. A pilot may trade the training day with another pilot or with an open training slot within the same bid period no later than the third day of the month where the training event occurs. Hotel accommodations are not provided for single-day classroom training in the domicile when scheduled adjacent to an original pairing. Ground Training in the domicile is not covered under the

provisions of Quality of Life Recovery Days. Training will be paid the greater of training pay or TFP pulled.

- f. The Company will post on SWALife a list of available training dates for CQT when monthly bids are posted.
- g. A pilot will be allowed to block out (protect) up to four (4) consecutive days (Training Golden Days) in which no training or travel to training can be scheduled. The pilot must select the TGDO via the Crew Management System, in accordance with the contractual deadlines in Section 5.
- h. A pilot will be allowed to trade like training assignments, provided there is no additional cost to the Company, in TFP loss. If a pilot trades his simulator period for another simulator period that requires an additional overnight for training, the pilot will be given the first pilot's hotel room.
- i. By mutual consent the pilot and Training Scheduling can agree to modify the training scheduling criteria.

K. TRAINING PREFERENCES

A pilot will be allowed to designate training preferences for posted training events. The primary consideration in the pilot's preference will be the selection of Quality of Life or Maximum Pay. Training Scheduling will accommodate a pilot's designated preferences whenever possible, but must at all times meet the Quality of Life designation as defined in Section 23.K.1.a., below. The only preference the pilot is guaranteed is Quality of Life designation.

- 1. Quality of life is defined as a pilot receiving recovery days as defined below because of his assigned Recurrent Ground School and/or Recurrent Simulator Event(s) (e.g. CQT). A pilot with a Quality of Life preference may be scheduled on days off. Training Scheduling may recover the applicable number of recovery days directly adjacent to or over the same days of scheduled flying.
 - a. The recovery requirement for a Training Footprint, defined as the number of Recurrent Training days plus travel days, shall be as follows:
 - i. Three (3) recovery days for a three (3) to four (4) day Training Footprint.
 - ii. Four (4) recovery days for a five (5) day Training Footprint.
 - iii. Travel outside of the recovery days provided for in subsections i. and ii. above, will be paid at six and a half (6.5) TFP. The Company may choose to pull an additional recovery day instead of paying the six and a half (6.5) TFP.

- iv. If a pilot submits a preference for and is assigned any simulator period that causes an additional overnight for Recurrent Training, the pilot is not entitled to receive an additional recovery day or be paid six and a half (6.5) TFP for the overnight. Training Scheduling will provide a hotel room at no expense to the pilot upon request.
- v. In the event the number of Recurrent Training days increase, the number of recovery days shall be increased in equal number.
- b. Training Scheduling will pull the applicable number of recovery days from a pairing over or adjacent to the pilot's recurrent training event. Training Scheduling will pull scheduled flying from the pairing, either directly before or directly after, which provides the greatest amount of consecutive time off. Training Scheduling may break a pairing at any point to remove a pilot from or return the pilot to a pairing. A pilot will be scheduled to block-in to domicile by 1930 domicile time on all shows prior to 1100 domicile time. On shows after 1100 domicile time the pilot will be scheduled for return to domicile no later than the last scheduled arrival to that domicile.
- c. A pilot requesting Quality of Life may be assigned Recurrent Training on days of scheduled flying. Training Scheduling may break a pairing at any point to remove a pilot from or return the pilot to a pairing.
- d. TFP dropped for training are included in the calculation of a pilot's monthly CAP total and possible subordination of seniority for additional seniority based flying.
- e. A pilot may fly any voluntary event during the period he was removed from flying to fulfill a recovery requirement for Recurrent Training. A pilot may also be assigned (involuntarily) flying during the same period.
- f. Training recovery days may be pulled from lead out or lead in pairings in the month before or after the training month. If a pilot is awarded a line that overlaps training recovery days, the pilot will be required to fly his pairing and will be compensated for both the pairing he flies and the training pairing pull.
- g. Requalification training and non-Recurrent Training events are not covered by the Quality of Life preference. This includes non-Recurrent Training events scheduled in conjunction with Recurrent Training.
- h. If a pilot calls in sick for training and has been pulled from a pairing to fulfill his Quality of Life preference, the training will be rescheduled and the trip pull will revert to a Sick Leave pull. If the pilot was scheduled on days off the training will be rescheduled and no sick leave will be paid.

- i. If a pilot utilizes his Training Golden Days over scheduled flying, Training Scheduling may pull the pairing to fulfill Training Recovery days and schedule training adjacent to the Training Golden Day(s).
2. Maximum Pay: Training Scheduling may pull trips even though the Training Preference designation was Maximum Pay. Maximum pay is defined as a pilot requesting his Recurrent Ground School and/or Recurrent Simulator Training to be scheduled on days off. Only the Quality of Life designation is guaranteed.

L. UPGRADE

Based on projected flying, operational requirements and aircraft deliveries, the Company will upgrade First Officers to Captain within specific domiciles in accordance with domicile seniority.

1. A pilot may elect not to be Captain qualified. Upgrade to a Captain will be based on the pilot's vacancy bid. A First Officer who does not desire to be a Captain Qualified First Officer (CQFO) must select his preference in CMS by the close of the vacancy bid period.
2. Upgrading will consist of ground, simulator/flight training and operating experience which are required of pilots upgrading to Captain. A pilot who does not successfully complete any phase of simulator/flight training or operating experience:
 - a. Will be reassigned to First Officer for a minimum period of three (3) bid months. The First Officer will continue in the domicile most recently awarded until he successfully bids a new domicile. The Company will offer upgrade retraining after this period.
 - b. Will be given a second try at upgrade training. If he does not successfully complete any phase of simulator/flight training or operating experience on the second try, he may be terminated. If not terminated, he will be reassigned to First Officer for a minimum period of six (6) bid months. If the pilot is successful on the second try, he will bid according to his seniority for a Captain position or may be designated as a Lance Captain if he falls into the top three and two-tenths percent (3.2%) of First Officers in the domicile.
 - c. May be given subsequent upgrade attempts at the discretion of the System Chief Pilot or his designee on the Master Pilot Seniority List. If the pilot fails to successfully complete upgrade on a subsequent attempt, he may be terminated. If the pilot is successful on a subsequent attempt, he will bid according to his seniority for a Captain position.
3. Hotel rooms will be provided for Upgrade training from the day before the first training event, until the pilot returns to domicile after the last simulator or classroom training event.

4. Upgrade or Transition Training Following Return from a Leave of Absence
 - a. For any leave of absence less than ninety (90) days, there will be no restrictions on commencing upgrade.
 - b. For any leave of absence lasting ninety-one to one hundred and eighty (91-180) days, the Company may require the pilot to remain as a First Officer for up to three (3) bid months after returning from leave.
 - c. For any leave of absence lasting more than one hundred and eighty (180) days, the Company may require the pilot to remain as a First Officer for up to six (6) bid months after returning from leave.
 - d. Restrictions to upgrade in b. and c. above may be reduced provided there is mutual agreement between the pilot and the Company.

M. LANCE CAPTAIN

Designation and training of Lance Captains (LC) will be accomplished in accordance with the following procedures.

1. Each month the Company will designate three and two-tenths percent (3.2%) of the total First Officers in each domicile as LCs. Any fractional number will be rounded up to the next whole number. For example, 3.2% equates to 9.3 First Officers. That number, 9.3, will be rounded up to 10 LCs in that domicile. EBG pilots are eligible for the Lance Captain program and will be considered part of the combined domicile's LC count. The Company is not required to offer Lance Captain designations to greater than the first ten percent (10.0%) of the First Officer seniority list in each domicile, but in no case fewer than fifty (50), to fulfill the three and two-tenths percent (3.2%) Lance Captain requirement.
 - a. If meeting the required percentage requires designation of a pilot who is not captain qualified, the Company will have two (2) months from the date the final vacancy result is posted to qualify the designated pilot as Captain. If the Upgrade Training is not scheduled to be completed within two (2) months, all events will be paid at Captain's rate until the pilot is upgraded, trained, or falls out of the three and two-tenths percent (3.2%). If the pilot elects to pass upgrade the two month period will not be in effect until a new vacancy closes that requires upgrade.
 - b. The LC percentage may only be exceeded in the case of Captain displacement(s) or domicile First Officer reduction. However, in no circumstance may the percentage exceed a system wide five percent (5.0%).

- c. If a Lance Captain is bumped out of the 3.2% by a more senior First Officer requiring upgrade training, the Lance Captain will be allowed to keep the LC designation in excess of the 3.2% limit until the end of the bid period the more senior Pilot completes upgrade training. However, in no circumstance may the percentage exceed a domicile wide five percent (5.0%).
- d. The Company will designate the equivalent number of pilots to meet the three and two tenths percent (3.2%) requirement. For example, 3.2% may equate to twelve (12) LCs in that domicile, but the bottom LC in that domicile may be the #20 First Officer in that domicile because eight (8) First Officers have chosen not to upgrade to CQFO.
- e. If a Captain changes seat position voluntarily, he will be designated a LC if he falls within the designation criteria and locked in the First Officer seat position for four (4) bid periods. A Captain bidding into a LC status may displace a junior LC out of his designation.
- f. A Lance Captain will remain eligible for the LC program for twelve (12) consecutive bid periods from the pilot's initial Lance Captain designation regardless of whether he remains a designated Lance Captain during that period. At the completion of the 12 bid periods, if there is a Captain slot available at any domicile, the Lance must either be awarded Captain or lose his Lance Captain designation and is no longer eligible for the program. If in the bid period immediately following the 12th bid period, should there be no system wide Captain vacancies the Lance Captain can hold, the pilot will be allowed to retain the LC designation until such a Captain vacancy becomes available in any domicile. The 12 bid period clock will begin with the first full bid period after the ratification of this contract.

2. General

- a. First Officers are not required to Upgrade to Captain, or be designated as a LC. The pilot must inform the Company by submitting his preference via the CMS.
- b. In the case of the opening a new domicile under either system, the Company will schedule the completion of upgrade training for those pilots designated as LC in all domiciles based on the following schedule:
 - i. In month one, four (4) full calendar months following the date of the original vacancy bid award.
 - ii. In month two, three (3) full calendar months following the date of the original vacancy bid award.

- iii. In month three and beyond, two (2) full calendar months following the date of the original vacancy bid award as referenced in 2.a. above.
- c. Designated LCs are eligible to be awarded Captain or First Officer flying from any source.
- d. Designated LCs will be indicated on the domicile seniority list by an asterisk (*). Once designated as a LC, if the pilot bids to another domicile that does not have a Captain vacancy or open Lance Captain position that their seniority will hold, the pilot will revert to First Officer.
- e. Starting from date of ratification and until the December 2017 Bid Period, the following transition rules will be in effect:
 - i. No Captain who voluntarily downgrades to FO will be eligible for a Lance Captain position.
 - ii. Beginning with the February 2017 Bid Period and for the subsequent nine (9) bid periods, all designated Lance Captains and Captain Qualified First Officers as of the date of ratification shall become ineligible for the Lance Captain program at a rate of two (2) per month per domicile per month in upgrade date order with the exception of MDW and ATL which are three (3) and one (1), respectively. If multiple pilots possess the same upgrade date, the more senior pilot will retain the additional eligibility time, if applicable.

N. CREW POSITION FOR TRAINING

A pilot will normally train in the seat in which he is qualified. A non-designated Captain Qualified First Officer may remain a Captain for training purposes, or request to change his position to a First Officer for training purposes.

1. Non-designated Captain Qualified First Officers

- a. A Captain qualified First Officer without a LC designation may elect to change to a First Officer position and will train as a First Officer in accordance with the current training manual(s). This choice must be made by the 10th of the month, two (2) months prior to CQT due month via the CMS.
- b. For Example: A pilot is due CQT in March. His request to change to a First Officer must be submitted by January 10th.

- c. If a designated LC has elected to change to a non-designated First Officer and is awarded a designated LC or Captain position, the pilot will be required to complete training as a Captain in accordance with the FOTM.
- d. A non-designated Captain Qualified First Officer electing to continue training as a Captain will be provided, upon request, a paid training simulator event prior to a Captain CQT. Normal Quality of Life and Maximum Pay training preferences will apply. The pilot must submit his request by the 10th of the month, two (2) months prior to the CQT due month via the CMS.
- e. A pilot awarded a Captain position, or a pilot designated as a Lance Captain after previously being changed to a First Officer, will be trained in accordance with the current training manual. Training will be scheduled within two (2) bid periods, after the final vacancy results are posted.

O. ETOPS and NEAR INTERNATIONAL TRAINING/CURRENCY

- 1. The Company must schedule ETOPS and Near International training to be completed within two (2) bid periods following the date the final vacancy result is posted to qualify a pilot awarded the EBG or International Domicile(s). A pilot not scheduled for ETOPS or Near International training prior to the first bid period assigned to the EBG or International Domicile will bid for non-ETOPS or non-Near International lines in that same domicile. A pilot who is not scheduled to be trained within two (2) bid periods as described above will bid according to his vacancy award and will be paid in accordance with his line award regardless of any trips that are pulled as a result of the Company scheduling the completion of his training.
- 2. A pilot assigned to the EBG or International Domicile will be expected to maintain his ETOPS or International currency as outlined in the FOM or its equivalent. If a pilot is required to maintain currency or qualification through a Distance Learning training event, it will pay in accordance with Section 4.K.1.g.
- 3. An ETOPS qualified pilot outside of the EBG is responsible for maintaining his currency. If the currency training event is an online course of less than four (4) hours, the training will be at no pay. Should the currency event require something other than online training of less than four (4) hours, the parties will meet and discuss ETOPS currency for pilots outside of the EBG.

P. CAPTAIN UPGRADE CURRENCY

No pilot may attend Captain Upgrade training unless he has first served as a Southwest Airlines First Officer for twelve (12) months.

SECTION 24: SAFETY PROGRAMS AND AIRCRAFT DATA COLLECTION SYSTEMS

SWAPA and Southwest agree that safety is of the utmost importance at Southwest Airlines. Both SWAPA and Southwest are committed to all aspects of Southwest's Safety Commitment Policy Statement which places safety at the forefront of Southwest's operational objectives. Southwest Airlines agrees that the Vice President of Flight Operations shall oversee and maintain full responsibility for all Flight Operations Safety Programs. The Vice President of Flight Operations delegates authority to manage all Flight Operations Safety Programs to the Senior Manager of Flight Operations Safety (or its equivalent) who shall report directly to the Vice President of Flight Operations.

A. SAFETY PROGRAMS

To ensure a proactive reporting culture, the Company and the Association agree that no disciplinary action will be taken against any pilot for reporting a safety concern or hazard except in cases of willful noncompliance with or intentional disregard of regulations or Company procedures (except as allowed by Pilot in Command (PIC) emergency authority) or when a criminal act has been committed.

The Voluntary Aviation Safety Information (VASI) Program presently includes, among other things, the FDAP and ASAP programs.

1. Flight Data Analysis Program (FDAP)

FDAP is defined by the latest "FDAP Implementation and Operations Plan."

2. Aviation Safety Action Partnership (ASAP) Program

The ASAP program is defined by the latest signed "Memorandum of Understanding" between Southwest Airlines, the FAA, and SWAPA, and as amended in the future. No discipline will occur for a pilot who files an ASAP report that is excluded by the ERT where the Company only has knowledge of the incident due to the information contained in or discovered as a result of the pilot's self-disclosure.

3. Line Safety Observation (LSO)

As defined herein, an LSO is any line observation, and may be used for the purposes of collecting data to be deidentified and aggregated in order to evaluate systemic pilot, aircraft, route, or procedure performance.

LSOs will be operated in accordance with conditions and restrictions contained in the LOSA MOU between the Company and the Association dated November 20, 2014, and may be modified by agreement of the parties.

4. Fatigue Risk Management Plan (FRMP)

The FRMP program is defined by the latest Plan Revision Number 11-1 dated April 7, 2011, and as amended in the future.

5. The Company agrees to reimburse a portion of SWAPA's expenses directly related to participation in the Safety Programs contained in this Section. The funding amount shall be agreed upon prior to the annual SWAPA budgeting process, and shall be mutually agreed upon in writing. If the Company and Association cannot agree on a funding amount, the Company agrees to continue funding, with a reduction of no more than ten percent (10%) from the previously agreed amount, until a new agreement can be reached.

B. AIRCRAFT DATA COLLECTION SYSTEMS

Aircraft Data Collection Systems include the following:

1. Flight Data Recorder (FDR): Any device, equipment or system that transmits and/or records and/or collects data on subjects of pilot, aircraft, component, or aircraft performance.
2. Cockpit Voice Recorder (CVR): Any device, equipment, or system maintained on board an aircraft that monitors or records a pilot's voice while he is on the aircraft.
3. Aircraft Electronic Equipment: Any device, equipment, or system installed upon an aircraft which transmits and/or records (volatile or non-volatile) and/or collects data concerning pilots, aircraft, component, or aircraft performance, including but not limited to Aircraft Communications Addressing and Reporting System (ACARS), Aircraft Condition Monitoring System (ACMS), Controller Pilot Data Link Communications (CPDLC)/Automatic Dependent Surveillance Contract (ADS-C), DFDR, EFB, Electronic Log Book (ELB), FDR, CVR, HGS, EGPWS, FMS, Onboard Network Server (ONS) and OPC.
4. Electronic Information: Data generated by Aircraft Electronic Equipment and analyses derived from that equipment on the subject of pilot, aircraft component, or aircraft performance that is transmitted, recorded, or collected by the Company. The term "Electronic Information" shall further include tapes, transcripts, reports, papers, memos, statements, studies, charts, graphs or any other description, analysis or compilation of data from a cockpit voice recorder, flight data recorder or aircraft electronic equipment. Non-operational, direct verbal and ACARS text communications concerning a specific event between pilots and ground personnel are excluded from this definition.

5. Electronic Flight Bag (EFB): Company approved electronic device with applications that replace the material carried in the On Board Ship Set.
6. Ground Data Replay and Analysis System (GDRAS): A system that transforms flight-recorded data into a usable form, analyzes the data, detects events, and generates reports for review.
7. Onboard Network Server (ONS): Aircraft electronic equipment that provides access to airplane data such as the Electronic Log Book (ELB), is capable of integrating with the Electronic Flight Bag (EFB), Aircraft Health Management (AHM), Aircraft Condition Monitoring System (ACMS), and serves as a central access point for off-board communication.
8. Aircraft Health Management (AHM): The practice of using real-time aircraft mechanical anomaly and fault data combined with prognostic tools, to improve safety, reduce impact of unscheduled maintenance, and simplify operational recovery planning.

C. USE OF AIRCRAFT DATA COLLECTION SYSTEMS AND ELECTRONIC INFORMATION

As soon as possible, but not later than twenty-four (24) hours after, the Company will advise an authorized representative of the SWAPA Safety Committee that FDR or CVR data has been removed and/or downloaded from an aircraft for purposes other than routine aircraft engineering and systems monitoring or other expressly agreed upon program.

1. Electronic Information obtained from Aircraft Data Collection Systems defined above shall be considered privileged and confidential and shall not serve as a basis for discipline or termination of a pilot except in the following situations:
 - a. Electronic Information relating directly to a specific accident or incident which is required to be released to the FAA or NTSB; or
 - b. Electronic Information generated by Aircraft Electronic Equipment on Company aircraft that is received, recorded, or collected directly by ATC (Air Traffic Control), in conjunction with an official NTSB accident or incident investigation.
2. The Company will ensure that any employee who is able to authorize the removal, download and/or evaluation of recording devices, as defined above, has been made aware of the sensitivity and limitations of use associated with that data.
3. Unless otherwise required by law, the pilot(s) involved in the investigation and an authorized representative of the SWAPA Safety Committee, shall be given advance notice of a time and place for a review of the data/recordings within a reasonable time

frame. The Company shall provide a Flight Safety staff member with appropriate expertise to explain the meaning of recorded data.

4. Electronic Information as defined above shall not be used to evaluate or monitor the judgment or performance of an individual pilot or crew. That information, however, may be used for the purpose of evaluating or assessing operational needs and/or improving the Company's training program.
5. In the event that information from a flight data recorder is used in a Company training program, the names of the flight deck crew shall not be disclosed. NTSB transcripts may be made and recorded by personnel to reproduce the recording on tape or other multimedia device. The actual voices of the pilots involved shall never be used.
6. The Company shall only release Electronic Information to a government agency, or an individual or entity outside of the Company if required by law, or where the Company discloses Electronic Information for the sole purpose of evaluating aircraft engine or component performance, weather data, or other operational analysis. When releasing such information for evaluation by a third party, the Company must obtain written assurance from the third party that such information will not be released to any other party, except to the extent required by law. Information released to a third party shall be de-identified to the maximum extent possible. When reasonably possible, the Company will provide the Association notice prior to releasing such information or immediately thereafter.
7. Use of the Cockpit Voice Recorder tape is limited to accident investigations by the NTSB.

D. UTILIZATION OF NEW AIRCRAFT DATA COLLECTION SYSTEMS

Unless required by law, the Company will not install any video recording devices in the cockpit.

Should the Company be required to or decide to modify an existing instrument or device, or install a new type of instrument or device not previously utilized on Company aircraft or crew which is capable of collecting and/or reporting flight performance data of an aircraft or crew member, the Company shall coordinate with and receive input from the Association prior to installation. Such coordination between the Company and the Association is intended to be a meaningful, constructive two-way process in which the parties address the suitability of the proposed installation and any issues of pilot concern. This process will occur before the modification of an existing device or installation of a new device. It is the intent of this paragraph to require only one notification when an installation of such equipment is to be installed on more than one aircraft of a type. It is neither the intent nor the purpose of this paragraph to require notification for purposes of normal or emergency maintenance or flight test work on aircraft.

E. EMERGENCY PREPAREDNESS PLAN

In the event a Company aircraft is involved in an accident/incident/event to which Southwest's Go Team must respond, the pilots who comprise the Association's accident investigators or Go Team will be extended the privileges necessary to do their jobs. The Go Team aircraft(s) shall manifest the Go Team Kits of the Association as previously listed with the Aircraft Ground Movement Coordinator. A record of the kits, their number, and respective weights shall be maintained on file and utilized for all Go Team Aircraft movements. The Go Team Aircraft shall have a minimum of three (3) seats available for SWAPA Designated GO Team members. SWA shall provide permanent identification for SWAPA GO Team members designating them as official accident investigators, the intent of which is to ensure unencumbered entrance aboard the GO Team Aircraft.

F. OTHER SAFETY RELATED INVESTIGATIONS

1. Proficiency or line checks conducted pursuant to any Safety investigation are not considered disciplinary action.
2. If SWAPA and Southwest Airlines agree that a separate visible investigation is of great value to the pilots of Southwest Airlines, the Company will undertake such an investigation and mutually agreed upon findings will be published and disseminated to the pilot group.

G. SAFETY INVESTIGATIONS

All Safety Debriefs conducted by Operational Safety and Security are considered voluntary reporting, and as such, protected under the Southwest Airlines Safety and Security Commitment and Safety and Security Debrief Protocol.

In the event a Flight Operations debrief occurs, the Flight Operations representatives will make clear to the pilot before the debrief begins that:

1. The pilot is entitled to Association representation; and
2. This is a Company investigatory interview/meeting that may reasonably result in discipline.

SECTION 25: DUES, CHECK-OFF, AND UNION SECURITY

A. UNION SECURITY

1. Membership: – As a condition of continued employment with the Company, and in accordance with the provisions of the Railway Labor Act, as amended, each pilot covered by this Agreement will be required to become a member of the Association within sixty (60) days following initial employment under this Agreement.
2. Agency Shop: – As a condition of continued employment with the Company, and in accordance with the provisions of the Railway Labor Act, as amended, any pilot covered by this Agreement who voluntarily fails to acquire or maintain membership in the Association will be required, within sixty (60) days following initial employment, to pay to the Association a service charge set by the Association for the negotiation and administration of this Agreement and the representation of the pilot, in an amount uniformly required as a condition of acquiring and retaining membership.

B. CHECK-OFF

1. Dues: – The Company will deduct from the monthly pay of each member pilot covered by this Agreement and remit to the Southwest Airlines Pilots' Association a monthly amount equal to the Association's regular and usual monthly dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Association, provided such pilot voluntarily executes the Association Check-Off Form, and provided further that a copy of the duly executed check-off authorization has been furnished to the Company.
2. Service Charge – The Company shall deduct from the monthly pay of each non-member pilot covered by this Agreement an amount equal to the Association's monthly service charge, provided such pilot voluntarily executes the Association Check-Off Form prepared and furnished by the Association, and provided further that a copy of the duly executed check-off authorization has been furnished to the Company.
3. Prior Authorizations – All previous Association Check-Off Forms executed prior to the effective date of this Agreement will remain in effect. Upon request, the Company will receive a copy of such previously executed Check-Off Form(s).
4. Revocation – In accordance with the provisions of the Railway Labor Act, as amended, the Association Check-Off Form will be revocable in writing to the Association after the expiration of one (1) year from the date of signing or upon the termination date of this Agreement, whichever occurs sooner.

C. DELINQUENCY

1. If any pilot of the Company covered by this Agreement becomes delinquent in the payment of dues, initiation fees, assessments (not including fines and penalties) or service charges, the Association will notify such pilot by CERTIFIED MAIL, RETURN RECEIPT REQUESTED, with a copy sent to the Vice President of Flight Operations, that the pilot is delinquent in the payment of such dues, initiation fees, assessments or service charges as specified herein and is subject to discharge as a pilot of the Company. Such letter will also notify the pilot that the required payment must be received within a period of fifteen (15) days or the pilot will be discharged.
2. If, upon the expiration of the fifteen (15) day period, the pilot still remains delinquent, the Association will verify in writing to the Vice President of Flight Operations, with a copy sent to the pilot that the pilot has failed to remit payment within the grace period allowed and is therefore to be discharged. The Company's Vice President of Flight Operations will hereupon take steps to discharge such pilot from the service of the Company.
3. Within seven (7) days of receipt of such notification, the Vice President of Flight Operations shall notify the pilot by Certified Mail, Return Receipt Requested, with a copy sent to the Association, of his immediate termination as a pilot for the Company.
4. A grievance by a pilot who is to be discharged as the result of an interpretation or application of the provisions of this Section will be subject to the following procedure:
 - a. A pilot who believes that the provisions of this Section have not been properly interpreted or applied as it pertains to the pilot may submit a request for review in writing within five (5) days from the date of notification by the Vice President of Flight Operations as provided in Section 25.C.3., above. The request must be submitted to the Vice President of Flight Operations or his designee, who will review the grievance and render his decision in writing no later than five (5) days following receipt of the grievance.
 - b. The Vice President of Flight Operations or his designee will forward his decision to the pilot, with a copy to the Association. Said decision will be final and binding on all interested parties unless appealed, as hereinafter provided.
 - c. If the decision is not satisfactory to either the pilot or the Association, the decision may be appealed within ten (10) days from the date of the decision directly before a System Board of Adjustment, sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within ten (10) days of the request for arbitration, an arbitrator will be selected pursuant to Section 17.B.3. of this Agreement. The dispute shall be heard no later than thirty (30) days following the submission of the dispute to the System Board

of Adjustment (subject to the availability of the arbitrator), and shall be decided no later than thirty (30) days following submission, unless the parties agree otherwise in writing.

5. During the period a grievance is being handled under the provisions of this Section, and until a final award by the Vice President of Flight Operations, his designee, or the neutral arbitrator, the pilot will not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this Section. A decision will be deemed final when the time for appeal has expired.
 - a. A pilot discharged by the Company under the provisions of this Section will be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement.
 - b. It is agreed that the Company will not be liable for any time or wage claim of any pilot discharged by the Company pursuant to a written order by any authorized Association representative under the terms of this Section.

D. PAYMENTS

1. The Company shall remit to the Association payment of all dues, initiation fees, assessments and service charges collected each month as soon as possible after the pay day on which the deduction was made. The Company remittance will be accompanied by a list of names, employee numbers, gross wages (less per diem) and amounts of deductions of the pilots for whom deductions have been made on that particular pay day.
2. Prior to March 1st each year, the Company will furnish the Association a roster of non-management pilots' earnings for the previous calendar year, for the purpose of aiding the Association in verifying members' annual dues. The names listed on the roster shall be limited to pilots who received earnings under the provisions of this Agreement during the previous calendar year. A pilot's earnings, as listed on the roster, will be the earnings (less per diem) reported on his W-2 form for Federal income tax purposes.
3. For purposes of this Section, Management Pilot is defined as any pilot on the Master Pilot Seniority List employed by the Company in an executive, managerial or supervisory capacity, including Domicile Chief Pilots and Assistant Chief Pilots, and determined by SWAPA to be an Executive Active Member as provided for in Article III, Section 3.B of the SWAPA Constitution and Bylaws.

SECTION 26: HOTEL STANDARDS

A. CREW ACCOMMODATIONS BOARD

1. A current list of alternate hotels for unscheduled overnights will be maintained by the Company and provided to the Association.
2. Single rooms for all pilot accommodations, including new hire training, will be provided by the Company.
3. A hotel room for unscheduled overnights in domicile that occur prior to termination of a scheduled pairing will be provided by the Company.
4. When a pilot, including a Reserve pilot, is scheduled for ground time which exceeds four (4) hours (including ground time caused by cancellations and reassignments), the Company will provide the pilot a hotel room close to the airport upon request. The room will be provided in domicile or out of domicile.
5. Crew Accommodations Board
 - a. The Crew Accommodations Board (CAB) is a committee composed of SWA pilots and flight attendants. The CAB will recommend crewmember scheduled and unscheduled layover accommodations to the Company. If the Company selects a scheduled overnight hotel not on the CAB's recommended list, the Company will inform the CAB of the reason, in writing. The CAB will normally consider hotels that are branded hotels, affiliated with a national or international chain. If the Company elects to sign a contract for layovers at a non-nationally or internationally affiliated hotel, the SWAPA President will be notified prior to execution of the contract. Rules governing the CAB will be as described in the following language:

The Company recognizes an obligation to ensure safe, secure, convenient and restful accommodations for crewmembers, pilots and flight attendants, on overnights. Our goal is to provide the highest quality accommodations to our crewmembers at an affordable price to the Company.

- b. CAB Charter: The CAB is charged with the responsibility of screening crewmember hotels and negotiating said contracts for Southwest Airlines. The goal is to place our crewmembers in the highest quality accommodations for the most affordable cost to the Company. The CAB includes a partnership and joint effort between pilots, flight attendants and Company staff personnel that conduct hotel screening and research prior to reaching contracts with hotel properties throughout the SWA system. Final approval of both the hotel selection and negotiated contract rests with the Vice President of Flight Operations.

- c. The CAB Chair and Members share in a management function that represents the interests of both the Company and its crewmembers in the hotel contract screening and negotiation process. The CAB Chair and Members have a direct role in substantial corporate expenditures for crewmember accommodations. The CAB Chair and Members will often be privy to confidential schedule planning information, market variables and future operational plans prior to release of that information to the public or employees at large. As such, the CAB Chair and Members are expected to protect and maintain the confidentiality of sensitive financial and operational information at all times.
- d. CAB Chair: The CAB Chair will be a pilot and member of SWAPA in good standing selected by the Vice President of Flight Operations. The Chair will bid a flying line of time, but have all requisite trip pull for committee work pulled and paid solely by SWA. The Chair will strive to maintain a committee structure which functions as a balance of crewmembers' interests.
- e. CAB Pilot Members: Pilots on the CAB will be SWAPA members in good standing. Excluding the CAB Chair, no less than fifty percent (50%) of the CAB Members will be SWA pilots. These individuals are nominated by the President of SWAPA from a list of candidates prepared by the CAB Chair, and are subject to final approval by the Vice President of Flight Operations. Once selected, the Vice President of Flight Operations, after written notice to the President of SWAPA, may remove CAB Members from his/her position and duties. The CAB Chair will approve trip pull for CAB work. All expenses required for CAB work will be paid by SWA. These expenses include cost for hotels, car rentals, and meals during city selection trips, contract reviews and renewals, and routine committee duties.
- f. Training Expenses: The CAB Chair is responsible for the training of new CAB Members. The cost of this training is the responsibility of the Company.
- g. Semi-Annual CAB Meetings: The CAB will normally hold two (2) scheduled meetings per year. The members' trip pulls and expenses for these meetings are the Company's responsibility.
- h. Hotel Standards for International Overnight Accommodations

Southwest Airlines recognizes the unique challenges related to the security and safety of our overnighing crewmembers when selecting crew overnight accommodations in international destinations. For this reason, the following considerations will be emphasized in these locations and will be provided when reasonably possible.

- i. The Crew Accommodation Board will work in coordination with the SWA Security and Safety Division to identify hotels in the safest section of any locale. Where needed, consideration will be given to properties that provide their own security staff to supplement the local police and security services. If and when needed, SWA will provide security at its cost.
- ii. Any hotel selected will offer a full service restaurant on property, serving breakfast, lunch and dinner. The provided food service will offer a large enough breadth of options that any reasonable dietary needs will be met without the requirement to leave the property. An adequate volume of safe drinking water will be provided to each crewmember at no cost to the crewmember.
- iii. Transportation provided between the airport and hotel will meet all local licensing standards and be equivalent in safety and security to such services in the United States.
- iv. Complimentary high-speed internet access and computers will be provided (if available) for the full extent of each overnight in order for crews to conduct company business, accomplish bidding and communicate with family at home. If internet is not available, the hotel will provide a room with a computer and free internet.
- v. Room Standards:
 - a) All rooms will have a/c, bathrooms, hairdryers, and TV's.
 - b) Safes will be provided in all crew rooms.

SECTION 27: DEFINITIONS

1. Acclimated: A pilot is considered acclimated to the theater where the pairing begins. Acclimated is defined in FAR 117.3 as a condition in which a flight crew member has been in a theater for seventy-two (72) hours or has been given at least thirty-six (36) consecutive hours free from duty in the new theater.
2. Add-On: Additional flying placed at the end of any duty period during an assigned pairing.
3. Aircraft Fleet or Company Fleet: The total number of Company-owned and leased aircraft, as reported on the US SEC Form 10-K, excluding any aircraft held in storage or in any special purpose trust(s) not in operational use with the Company.
4. Affiliate: Any subsidiary, parent, division, corporation or other entity that either owns or controls, or is owned and controlled by, the Company.
5. Airline Partnership: Flying performed by another carrier whereby the other carrier transports passengers and/or cargo pursuant to a code-share, distribution, interline, or any other agreement or arrangement whereby another carrier uses the Company's designator codes or operates aircraft with the Company's name, trade name, logo, trademarks or service marks thereon or otherwise holds out to the public that the Company or its affiliate is performing or is otherwise associated with the flying.
6. Assignment: Any event covered involuntarily.
7. Atlantic Region: An area from the easternmost shoreline of South America extending eastward to 70 degrees East Longitude.
8. Award: Any event covered voluntarily.
9. Bid Category: A pilot's bid category is defined by crew position, domicile and aircraft type.
10. Bid Period/Month: Begins with the first day of a calendar month and extends through the completion of that month.
11. Blank Line: A line of time having no flying or Reserve days assigned at the time of the first round bid. Following the first round bid awards, the blank lines will consist of Vacation Relief Lines, Reserve Lines and Mixed Lines, which will then be bid by those pilots who were awarded a blank line on the first bid.
12. Block Time: Begins when the aircraft leaves the blocks (gate) for the purposes of flight and continues until it blocks in (normally at the gate) at the completion of the flight.

13. Cancellation: Any scheduled flight which does not operate.
14. Cargo Agreement: An agreement between Southwest and another air carrier for the transport and transfer of cargo by and between carriers.
15. Codeshare Agreement: An agreement between Southwest and another air carrier to allow a flight operated by one carrier to bear the other carrier's individual designator code.
16. Conditional Re-award: Pairing or portions of pairings which have been removed to resolve illegalities and then re-awarded to the original pilot without utilizing the open time system.
17. Continuous Duty Overnight: Flying normally known or understood within the industry as Shortbacks or Standups, etc., will not be allowed during the term of this Agreement.
18. Control or Controlling Interest: A "Controlling Interest" or "Control" means that, by example, Entity A shall be deemed to "Control" Entity B if Entity A, whether directly or indirectly,
 - (1) owns securities that constitute, are exercisable for or are exchangeable into fifty percent (50%) or more of
 - (i) Entity B's outstanding common stock or
 - (ii) securities entitled to vote on the election of directors of Entity B; orotherwise owns fifty percent (50%) or more of the equity of Entity B; or
 - (2) maintains the power, right, or authority – by contract or otherwise – to direct, manage or direct the management of all, or substantially all, of Entity B's operations or provides all or substantially all of the controlling management personnel of Entity B; or
 - (3) maintains the power, right or authority to appoint or prevent the appointment of a majority of Entity B's Board of Directors or similar governing body; or
 - (4) maintains the power, right or authority to appoint a minority of Entity B's Board of Directors or similar governing body, if such minority maintains the power, right or authority to appoint or remove any of Entity B's executive officers or any committee of Entity B's Board of Directors or similar governing body, to approve a material part of Entity B's business or operating plans or to approve a substantial part of Entity B's debt or equity offerings.
19. Corporate Officers: Persons who hold at least a Vice President or equivalent position with Southwest Airlines.
20. Credited Service: The period of time beginning with the date of hire as a pilot including any and all training prior to initial line assignment and all continuous employment with the Company as a pilot thereafter. Such term includes any period

when a pilot is on sick leave, but does not include furloughs or unpaid leaves of absence in excess of thirty (30) days.

21. Crew Flows: Pairings which Planning develops from the aircraft flows submitted by Company Schedule Planning.
22. Crew Management System (CMS): Electronic system used to manage pilots' work rules and pay.
23. Crew Rest: Period of time during which the crew member is relieved of all duties as a crew member. Rest begins thirty (30) minutes after block in of the last flight in a duty period, or when released by Scheduling, whichever occurs later. Rest ends at the scheduled report time, or at the modified report time if assigned by Scheduling.
24. Daily Open Time (DOT): Additional flying made available for bid to cover unassigned pairings. This open time process closes at 0900, 1300, 1700 each day.
25. Day Off: Time free of duty from 0300 to 0259 local domicile time.
26. Destination: For the purposes of Airline Partnerships, a destination refers to a city that can be served by one or more airports. The PDEW counts for the city will be additive to reach seventy-five (75) PDEW.
27. Distribution Agreement: An agreement whereby the Company distributes another carrier's flights via the Company's website (southwest.com) or other usual means of sale.
28. Domestic: Destinations or flying located wholly within the 48 contiguous U.S. States. For the purposes of Airline Partnerships, Domestic refers to origins or destinations of the segment located within the 50 U.S. States and Puerto Rico.
29. Domestic Pairings: Pairings consisting of flight segments located wholly within the 48 contiguous U.S. States.
30. Domicile: A geographical location where a pilot is based that is designated by the Company.
31. Domicile Day: A period from 0300 to 0259 local domicile time in the domicile where the pairing originates.
32. Duty: Any task that a flight crew member performs as required by the certificate holder, including but not limited to flight duty period, flight duty, pre- and post-flight duties, administrative work, training, deadhead transportation, aircraft positioning on the ground, aircraft loading, and aircraft servicing. *Note: Items such as self-paced training that can be completed at the pilot's leisure are not considered duty.*

33. Duties to Cover (DTC): A measure used to determine the number of duty periods in open time to be covered associated with a day.
34. Duty Day/Period: Total time commencing at the required report time until thirty (30) minutes after the aircraft blocks in after the flight (or series of flights) or when released by Scheduling. Normal report time is one (1) hour prior to push in a domicile and thirty (30) minutes prior to push at all other stations. The Duty Day/Period does not relate to the calendar/Southwest day in that the day does not end or begin at 2400/0300.
35. Embedded ETOPS Reserve Pairing: A flying pairing with one (1) duty period designated as ETOPS Reserve days.
36. Embedded ETOPS Reserve: A pilot with a RAP embedded within a flying pairing intended to be served in the city designated within the pairing. Pilots will be scheduled from the designated city to cover flying as needed.
37. Enhanced Line Improvement Trip Trade (ELITT): The process by which a pilot trades flying on his line with open time flying.
38. ETOPS: Extended-range Twin-Engine Operations Standards.
39. ETOPS Duty Period: A duty period with at least one (1) ETOPS flight.
40. ETOPS Flight: A flight designated for ETOPS operations.
41. ETOPS Line: A line with at least one (1) ETOPS flight within the bid line.
42. ETOPS Pairing: A pairing with at least one ETOPS flight.
43. ETOPS Pilot: A pilot who is ETOPS qualified.
44. Far International: Destinations or flying not otherwise defined as Domestic or Near International flying.
45. Far International Pairing: A pairing consisting of at least one (1) Far International flight segment.
46. Flag of Convenience (FOC) Carrier: A carrier or affiliate of a carrier, including any individual asset thereof, registered under the laws of a country, which is not the home country of the carrier's owner, in order to avoid financial charges or restrictive regulations in the owner's country.

47. Flight Duty Period (FDP): A period that begins when a flight crew member is required to report for duty with the intention of conducting a flight, a series of flights, or positioning or ferrying flights, and ends when the aircraft is parked after the last flight and there is no intention for further aircraft movement by the same flight crew member. A flight duty period includes the duties performed by the flight crew member on behalf of the certificate holder that occur before a flight segment or between flight segments without a required intervening rest period. Examples of tasks that are part of the flight duty period include deadhead transportation, training conducted in an aircraft or flight simulator, and airport/standby Reserve, if the above tasks occur before a flight segment or between flight segments without an intervening required rest period.
48. Flight Operations Designated Holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
49. Flight Time: Total time from the moment the aircraft first moves for the purpose of flight until the moment it is parked after the completion of flight.
50. Hard Line: A first round bid line consisting of a monthly schedule of days with pairings and days free of duty.
51. Hourly Open Time (HOT): Additional flying that is made available for bid on an hourly basis to cover unassigned pairings. The first HOT closes no earlier than 1800 CST/CDT each day and continues through the completion of the next day's operation.
52. Inflight Diversion: Occurs when an aircraft lands at a different airport than the airport to which it was dispatched. The time of the occurrence is the time that the diverted flight originally blocked out.
53. Interline Agreement: An Airline Partnership between Southwest and another air carrier to schedule, connect, transfer and accommodate passengers (and their baggage) between carriers on itineraries that require multiple carriers.
54. International: Flying conducted outside the 48 contiguous U.S. States. For the purposes of Airline Partnerships, International refers to origins and destinations outside the 50 U.S. States and Puerto Rico.
55. Irregular Operations: Flights that do not operate in accordance with the published schedule because of circumstances such as weather problems, maintenance delays, cancellations, ATC delays, etc.
56. JA Event: Any assignment or reassignment which results in a duty period on a scheduled day off.

57. Junior Available (JA): The method in which, under certain circumstances, the Company may assign a pilot into a JA Event. This flying is paid at double time or full rigs, whichever is greater.
58. Lance Captain: A First Officer who is qualified as Captain, but does not hold a Captain's regular or blank line. Lance Captains will be designated by an asterisk (*) on the domicile seniority list.
59. Last Resort Flying: Flight duty beginning at an out-station that is covered by use of the commuter list for the respective city as set forth in Section 5.P.3.
60. Lead In Pairing: Pairing that originates in the new bid period.
61. Lead Out Pairing: Pairing that begins in the current bid period and extends into the new bid period.
62. Management Pilots: Headquarters pilots in Management roles on the Master Seniority List and Domicile Chief and Assistant Chief Pilots.
63. Merger Transition Agreement: An agreement between SWAPA and the Company entered into during a merger or acquisition addressing the balance of flying between carriers prior to flight operations integration and other Collective Bargaining Agreement modifications addressing the transitional nature of the transaction.
64. Mixed Line: A blank line which consists of Reserve block(s), days of flight pairing(s) and days free of duty.
65. Monthly Open Time (MOT): Additional flying made available for bid to cover uncovered pairings for the next bid month. This bid will include all uncovered pairings which are known prior to the close of MOT.
66. Move-Up: A move-up is a reassignment which occurs anytime a pilot is reassigned to report prior to the originally scheduled report time. Original report is based on the pairing prior to any change. A move-up may occur during any duty period of a pairing.
67. Near International: Destinations or flying outside of the 50 U.S. States and Puerto Rico, and within the regions of North, Central and South America. "Regions of North, Central and South America" shall mean countries, territories and islands within North, Central and South America and the surrounding geographic areas.
68. Near International Domicile: A domicile where all pilots are trained and assigned to flights identified in the FOM (or its equivalent) as requiring Near International qualifications.

69. Near International Pairings: Pairings consisting of at least (1) one Near International flight segment as defined in the Flight Operations Manual (or its equivalent) as requiring Near International qualifications.
70. Non-Revenue Flying: All flights which do not carry passengers or cargo for hire, such as new aircraft delivery, promotional flights, special event flights, functional check flights, and ferry flights associated with maintenance/functional check flights.
71. Non-Standard Trip: A flight that exceeds two hundred forty three (243) statute miles.
72. Open Time: Open time is made up of all uncovered pairings after all monthly line bids are closed.
73. Optimized Pairing: A pairing constructed from a combination of other smaller pairings or portions of pairings within the same domicile.
74. Pacific Region: A region from the western border of Canada extending westward to 70 degrees East Longitude excluding Alaska and Hawaii.
75. Pairing: A series of flights over one (1) or more days which are not interrupted by a required crew rest in the originating domicile. Such pairings are made available by the Company and intended to be flown by a single crew of pilots.
76. Paper Bid: A bid submitted when a pilot on extended sick leave does not intend to fly for that month and is bidding for pay purposes only. Pilots must declare their intention and preference prior to bid closing.
77. Passengers Daily Each Way (PDEW): Number of daily passengers each way between the origin and the destination. This is calculated from an average between Sabre Global Demand and PaxIS or other Association or Company vendors on a per day of offered service basis in the market research phase. Once service begins, the Company agrees to share all ticket data with SWAPA on these routes.
78. Premium Open Time (POT): The premium award process is part of DOT and HOT. These pairings are paid time and one half (1.5) or full rigs, whichever is greater, and are normally awarded the day before, or the day the pairing is scheduled to operate.
79. Reassignment: A reassignment is any change to a pilot's originally scheduled pairing. An inflight diversion constitutes a reassignment and is considered to have occurred when the diverted flight originally blocked out.
80. Red Eye Duty Period: Any duty period that contains Red Eye Flying.

81. Red Eye Flying: For the purposes of pay, any flight that is originally scheduled or operates between or across 0100 and 0400 of the pairing's domicile time. This excludes any charter. For operational purposes, any flight that is originally scheduled to operate across 0200 of the pairing's domicile time.
82. Red Eye Pairing: A pairing that contains any Red Eye duty periods.
83. Reserve Availability Period (RAP): The period of time when the Reserve must be available for notification and assignments. The RAP will commence at the conclusion of the Reserve Rest Period. RAPs apply to Reserve days without flying, or the first day of a Reserve pairing.
84. Reserve Call Out Order (RCO): The order Reserves are utilized in accordance with their RAP, days remaining in the block, personal preference, duty periods utilized in the bid period, and seniority.
85. Reserve Line: A first round line or blank line consisting of a schedule of days on Reserve and days free of duty.
86. Reserve – AM Reserve: Any Reserve block that consists of only RAPs that commence in the hours at or immediately following 0300 domicile time.
87. Reserve – PM Reserve: Any Reserve block that consists of only RAPs that conclude in the hours approaching 0259 domicile time.
88. Reserve Rest Period (RRP): Period of time free from any contact by and any requirement to contact the Company for Reserve duty.
89. Rest period: A continuous period determined prospectively during which the flight crew member is free from all restraint by the certificate holder, including freedom from present responsibility for work should the occasion arise.
90. Scheduled Sub Service: Flights operated by Southwest Airlines on behalf of a tour operator that sells a package product on scheduled flights. Scheduled Sub Service flights are only flown within the Southwest Network. These flights are known prior to the opening of monthly bidding and are constructed into the bid lines. Scheduled Sub Service excludes codeshare, group bookings and charter service.
91. Short Notice Open Time (SNOT): An open time process used to cover flying added to open time from three (3) hours and thirty (30) minutes until two (2) hours and one (1) minute to report. The award may be for straight time or premium, as described in Section 6.B.13.e.i and ii, and will be published for bid by Scheduling based on the availability of a Reserve. Awards will be made in random order, without regard to seniority, in accordance to Section 6.B.12.

92. Southwest Day: A period from 0300 to 0259 Central Time.
93. Special Airport Qualification (SAQ): Unique qualification required for a designated airport as determined by the FAA or FOM.
94. Standard Trip: A flight that is less than or equal to two hundred forty three (243) statute miles.
95. State Owned Enterprise (SOE): A carrier that is fully owned or controlled or partially owned or controlled by a foreign government.
96. Theater: A geographical area in which the distance between the flight crew member's flight duty period departure point and arrival point differs by no more than 60 degrees longitude.
97. Trip For Pay (TFP): The unit of compensation received. A flight may pay one (1) or more TFP depending on point to point statute mileage or over schedule over ride computation.
98. Uncovered Flying: Consists of pairings removed from a pilot's line for a leave of absence (sick, military, company convenience, jury duty, etc.), training pulls, overlap pulls, vacation pulls, illegality pulls, pairings remaining after the close of ELITT, charters, maintenance check flights, and ferry flights to position an aircraft for service. Pairings may also be considered uncovered from irregular operations.
99. Voluntary Premium Flying (VPF): Voluntary flying done by pilots prior to the Company starting the JA process. These events are awarded on a first come first serve basis. Seniority does not apply. They are paid time and one half (1.5) or full rigs, whichever is greater.

SECTION 28: TERM OF AGREEMENT

Subject to an implementation schedule to be agreed upon by the parties, this Agreement shall be effective from October 1, 2016 through August 31, 2020 and from year to year thereafter, subject to modification as provided herein. Either party may give written notice of its desire to modify the Agreement at least sixty (60) days prior to March 1 of each year beginning March 1, 2020.

For Southwest Airlines Co.

For Southwest Airlines Pilots' Association



SIDE LETTER 1: ADMINISTRATIVE CORRECTIONS

Carl Kuwitzky
Senior Director Labor Relations
Southwest Airlines
2702 Love Field Drive
Dallas, TX 75235

Dear Carl:

In the past, Side Letters and Administrative Corrections were inserted as an addendum to the existing document.

CBA Section 1: ADMENDMENTS TO AGREEMENT, states:

In an effort to keep pilots informed and contract language easily accessible and understandable, this Agreement will be maintained in an electronic format agreeable to both parties. That electronic contract will be called the Contract Master Electronic Version. It will be amended when a Side Letter is executed and will become the updated version and labeled as such.

Further, pursuant to this section, the Company and the Association agree that the Master Electronic Version will address certain grammatical and typographical errors. Additionally, any formatting, reference, or other administrative errors will be addressed in the same manner as authorized by this side letter. These administrative corrections will in no way reflect material changes to the CBA.

Correction List:

1. Section 2.N.4.e – EXPIRED/LOST/STOLEN PASSPORTS --- correct language on page 2-8 to read:

All Reserves may be required to carry a valid passport/visa. First Officers and Check Airmen Reserves are also required to carry a RR. Reserves who fail to carry the required documentation for a reserve assignment may be assigned a different reserve assignment if available. Should no other flying be available at the time Crew Scheduling is notified that the Reserve does not have a passport/visa/RR, the Company will continue the pilot on the Reserve Availability Period (RAP). Reserve assignments to accommodate passport, visa and RR issues may be made out of **RCO** **DRO** and RAP order.

2. Section 4.D.2.a. – First Officer Pay --- correct language on page 4-2 and 4-3 to read:

TFP from open time (MOT, DOT, **HOT**, POT, SNOT, VPF and JA) awarded to First Year First Officers that exceeds their original line total for the month will be paid Section 4: Compensation Page 4-3 at second year rates for the value (or partial value) of the TFP, plus any applicable JA premium associated with the open time. For purposes of this Section only, the original line total is defined as: the value of all flying and non-fly events on the line after the completion of the vacation overlap, month to month overlap and recurrent training adjustments, excluding any MOT, DOT, **HOT**, POT, SNOT, VPF, and JA carried in from the previous month. For example: the original line total is ninety (90) TFP. A pilot is awarded a POT pairing that pays thirteen (13.0) TFP (including premium/rigs) bringing his line total to one hundred and three (103) TFP. The pilot later gives away ten (10) TFP. At the end of the month, the pilot's line total is ninety three (93) TFP. The pilot would be paid ninety (90) TFP at first year rates and three (3) TFP at second year rates.

3. Section 4.K.2 – Training Pay --- correct language on page 4-10 to read:

A pilot scheduled for transition, or upgrade training, (classroom or simulator) will be paid for scheduled TFP lost from the pilot's line or DPM rate per training day, during the entire period that such pilot is removed from a bid line, whichever is greater. The pilot ~~may, at his discretion, drop will be pulled with for no~~ pay, for any pairings which he is scheduled to fly during breaks in training.

4. Section 4.BB. – ENGINE TEST RUNS/REPOSITIONS --- correct language on page 4-19 to read:

Refer to Section 5.D.2.k-a. of this Agreement for Scheduling rules related to additional ground duties.

5. Section 5.C.3. – Blank Line Pilot VA OV Election for 'Fly All' Preference Due – correct/add to timeline on page 5-4 to "20th at 1200"

20 th at 1200	Blank Line Pilot VA OV Election for "Fly All" Preference Due
--------------------------	--

6. Section 8.E.6. – Reserve Rest, Availability and Duty--- correct last paragraph on page 8-9 to the reference Section 8.E.6.c.

c. Upon request, an assigned Reserve scheduled to deadhead back to domicile on the last day of the reserve block may be released from the last deadhead in the duty period if the time on duty at the point of projected arrival time into the domicile exceeds nine (9) hours. The pilot may request the release only upon arrival into the station where the last deadhead in the duty period departs. The pilot will be released unless assigned additional flying from the domicile, reassigned at the outstation, or pilots are being asked to remain on their deadheads in accordance with Section 5.S.4.

7. Section 8.G.1. – Contact and Reporting --- correct language on page 8-11 to read:

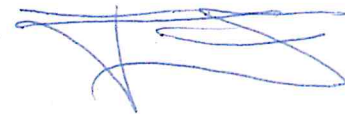
A Reserve will not be required to be telephone available during any Reserve Rest Period (RRP) or while in rest during a Reserve assignment as required by the contract or the FAR's. A Reserve must maintain telephone/~~pager~~ availability once assigned a pairing until report time for that pairing except during his RRP. If a Reserve is contacted between the time a pairing is assigned and report time, Scheduling may change the assignment. After reporting for a pairing, a Reserve pilot's telephone/~~pager~~ availability and responsibility for contact is the same as a non Reserve pilot's availability and responsibility for contact on a pairing. A Reserve pilot may be reassigned in the same manner as a non Reserve pilot.

8. Changes pursuant to 10/23/2018 MOU. See attached.

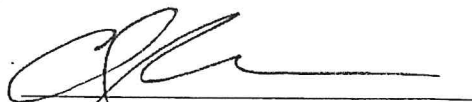
This letter may be amended with additional corrections by mutual agreement of the Association and the Company. Amendments will be incorporated into the Master Electronic Version of the CBA.

If the foregoing reflects your understanding of our agreement, please execute below.

Implementation: Upon date of execution.



Captain Jon Weaks
President
Southwest Airlines Pilots Association



Carl Kuwitzky
Senior Director Labor Relations
Southwest Airlines



Memorandum of Understanding

Southwest Airlines Co. (SWA) and the Southwest Airlines Pilots Association (SWAPA) do hereby enter into the following understanding and agreement:

1. Section 4.K.3.c. is updated to include one-way domicile training deadhead pay from LAX-DAL of 4.0 TFP.

c. The one-way domicile training deadhead pay to DAL follows:

Domicile	Trips for Pay
HOU	1.1 TFP
PHX	2.8 TFP
MCO	3.1 TFP
MDW	2.6 TFP
OAK	4.6 TFP
BWI	3.7 TFP
LAS	3.3 TFP
ATL	2.5 TFP
DEN	2.2 TFP
LAX	4.0 TFP

2. Section 7.B.12 is updated to include ELITT opening time of 1330 LAX local time (1530 Central time).

12. ELITT Opening:

Pilots may begin ELITT trading on the 25th of the month for the next bid period. In November, should Thanksgiving fall on November 25, ELITT for December pairings will open on November 26. In December, ELITT for January pairings will open on December 26. Trading for each domicile shall begin as follows:

Domicile	Local Time	Central Time
BWI	1000	0900
MCO	1100	1000
ATL	1130	1030
MDW	1100	1100
DAL	1200	1200
DEN	1230	1330
HOU	1300	1300
PHX	1300*	1400
LAS	1300	1500
LAX	1330	1530
OAK	1400	1600

1200 when Dallas is on Daylight Savings Time

AGREED:

By: 

Captain Alan Kasher
Vice President Flight Operations
Southwest Airlines Co.

Date: 10-23-2018

By: 

Captain Jon Weaks
President
Southwest Airlines Pilots Association

Date: Sept 27, 2018



SIDE LETTER 2: MUST RIDE TRANSPORTATION

June 26, 2019

Captain Jon Weeks
President
Southwest Airlines Pilots Association
1450 Empire Central, STE 737
Dallas, TX 75247

Dear Jon,

As you are aware, the Collective Bargaining Agreement (CBA) has four (4) references to positive space travel included. However, our new reservation system does not provide the option for "positive space" travel. In order to meet our contractual obligation in these instances, the Company agrees to modify all positive space travel references in the CBA to "must ride". The proposed language change is noted below for each contract reference:

1. 2.B.3 - Authorized representatives of the Association will be provided with a reasonable number of ~~positive space~~ must ride passes upon request for the purpose of travel related to the transaction of business with Southwest Airlines.
2. 12.B.11 - A pilot who calls in sick while on-line will be offered a ~~positive space seat~~ must ride pass to his domicile or home on a Southwest flight. These deadheads do not need to be logged in Crew Management System and there is no duty day restriction for the pilot to deadhead home. Additionally, if the pilot is too sick to travel, they should be provided a room until such time that they feel okay to travel to his domicile or home.
3. 16.F.4 - The Company shall release from duty the grievant(s) and a reasonable number of witnesses and Association representative(s) for a Section 16.D. Hearing. Expenses and flight pay loss, if any, for line pilot witnesses called by any party, shall be borne by the party who called the witness. A pilot participating as a witness or representative in a Section 16.D. Hearing shall be issued an authorized must ride pass to prepare for and attend such hearing, and a ~~Positive Space Pass~~ must ride pass to return from such hearing.
4. 17.K.5 - Board members who are employees of the Company shall be granted necessary leaves of absence for performance of their duties as Board members. A pilot participating as a witness, representative, or Board member shall be issued an authorized must ride pass to prepare for and attend such hearing, and a ~~Positive Space Pass~~ must ride pass to return from such hearing.

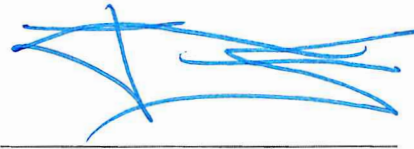
Clarifications:

- The must ride for on-line sick calls will be booked in a manner that generates “pre-board” on the boarding pass. (same coding/comments used in PNRs as with training must-rides)
- Anytime a pilot needs to utilize the must ride contract provision to their domicile or home for a sick call on-line, crew scheduling will make the must ride reservation at the time when the pilot makes the request
- There cannot be a reservation made inside :11 minutes to push time (scheduled) and it can take as long as :15 for a manual reservation to be made.
- All references to a must ride “pass” refer to travel administered via electronic reservation; no paper passes shall be required

If you are in agreement with these changes, please affirm your agreement by signature below.



Carl Kuwitzky
Senior Director Labor Relations
Southwest Airlines



Captain Jon Weaks
President
Southwest Airlines Pilots Association

EXHIBIT 1-B



Memorandum of Understanding COVID-19 Emergency Time Off ("ETO") Program

Southwest Airlines Co. (the "Company") and Southwest Airlines Pilots Association (the "Association") (collectively the "Parties") recognize the global public health crisis and economic distress created by COVID-19, and the Company's desire to offer cost savings initiatives to Pilots in response. The Parties also acknowledge their mutual interest, as restated from the Parties' Collective Bargaining Agreement ("CBA"), of providing "for the operation of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation and the continuation of employment of all pilots under safe and reasonable working conditions and proper compensation."

The ETO program is one of the cost savings initiatives being offered by the Company as a result of the COVID-19 pandemic. Employees who elect to participate receive partial pay and full benefits in exchange for receiving one or more months free from duty. Pilots have already bid for a May ETO (one month) or a May-June ETO (two months) and the Company recently announced extending the program through August 2020. The Association is agreeable to the Company's provision of such ETO program, and the Parties do hereby enter into the following understanding and agreement:


1. The current ETO program is set forth in the COVID-19 Emergency Time Off (ETO) Program for Pilots issued by the Company, dated April 1, 2020 and April 20, 2020, attached as Exhibit A and B, respectively. If the Company plans to extend or modify the ETO program beyond August 2020, the Company will notify, meet, and consult with the Association at least fourteen (14) days in advance.
2. Participation by Pilots in the ETO is voluntary.
3. Pilots on ETO will be considered and treated as an active Pilot during an ETO for purposes of their health and life insurance, loss of license, sick leave accrual, vacation accrual, longevity, and non-rev travel unless expressly changed by this agreement between the Parties.
4. For the purpose of this agreement, any period of ETO will be treated the same as a leave of absence under the Company provided Loss of License Plan when calculating Monthly Base Earnings.
5. A Pilot returning from ETO who is past due training or takeoff/landing recency of experience will be scheduled for requalification training in accordance with the AQPM/FOTM prior to flying. Pilots whose Trip(s)/Reserve conflict with their training assignment(s) will have their pairing(s) modified. Pilots will be paid Training TFP value (DPM for each training day and domicile deadhead as provided in CBA Section 4.K.3), plus any TFP flown during the month. The Pilots training TFP and trips flown will be compared to the monthly line guarantee and the pilot will be paid whichever is greater.

6. If the Company offers voluntary early retirement and/or severance packages, it will notify, meet, and consult with the Association as set forth in Section 22.C of the CBA. Pilots on ETO will not be discriminated against in other cost savings initiatives for their participation in the ETO program.
7. Pilots on ETO who are terminated for just cause will stop receiving pay on the date of their termination. Pilots who resign or retire from the Company while on ETO will be paid up to the date of separation on a pro rata basis.
8. In the event the Company plans to fully or partially rescind the ETO program, the Company will notify, meet, and confer with the Association at least fourteen (14) days in advance. If a Pilot is required by the Company to return to work during the term of his awarded ETO, the return to work will only be designated to commence on the first day of a bid period.
9. The Parties will continue to discuss Pilot cost savings initiatives, including but not limited to the extension of the ETO program to future months, early retirement, and deferred compensation ~~program~~. ~~Agreeing to~~ ^{Agreeing to} the Party's request, the Parties will meet (electronically, if in-person meetings are not practicable).
10. Any changes to this MOU must be agreed to in writing by both Parties.

AGREED:



By: _____
Captain Bob Waltz
Vice President, Flight Operations
Southwest Airlines Co.



By: _____
Captain Jon Weak
President
Southwest Airlines Pilots Association

Date: ____ May 8, 2020 _____

Date: 05/27/2020 _____

Coronavirus (COVID-19) Update

FLIGHT OPERATIONS

COVID-19 Emergency Time Off (ETO) Program for Pilots

TO: All Pilots

DATE: April 1, 2020

Table of Contents

Program Overview	1
Bid Timeline	2
Frequently Asked Questions	2
Instructions for Bidding	4

In light of the economic conditions associated with COVID-19, Southwest Airlines will be offering a partially paid ETO option for the months May-June 2020. Generally, a Pilot is eligible for this program if they are on active status with a valid medical.

Program Overview

For Pilots, we will be offering ETO at half of line minimums. We will be accepting bids for partial-pay ETO between May and June 2020. Pilots on ETO will be paid 43.5 TFP in a 30 day bid period and 44.5 TFP in a 31 day bid period. ETOs will be awarded for bids between one or two months in duration and will be scheduled to begin May 1st or at the conclusion of the carry-in pairing from the previous month. For example, a Pilot awarded a May ETO with an April pairing that ends on May 3 would be off from May 4 through May 31.

Pay	Pilots will be paid 50% of line guarantee per bid period while on ETO. Pay while on ETO will be eligible for NEC and Profit Sharing.
Bidding	Pilots granted this time off <u>will not</u> bid a line for the month(s) they are on ETO.
Open Time	Pilots on ETO <u>will not</u> be eligible to be awarded Open Time flying or participate in TTGA/ELITT.
Vacation	Pilots will not be able to take VAC while on ETO. Pilots on ETO will be able to trade or convert existing VAC to floating vacations up until the normal contractual deadline of the 1 st of the preceding bid period. If a Pilot still has scheduled VAC during an ETO month, Crew Planning will convert the VAC to a floating vacation. Since the ETO award is past April 1 st , May VAC weeks will be converted to a floating vacation after the ETO award. VOs will <u>not</u> be considered.
Training	Training is <u>not</u> permitted. If scheduled for training during your awarded time off, you will be rescheduled.
Eligibility	Pilot must be active on the Seniority List for the May bid period.

Duration	ETO options are available for one month or two months. All ETOs begin in May. Multiple month ETOs must be taken consecutively.
Awarding	ETOs will be awarded by duration of the time off (beginning with two month ETOs) and by category (base and seat) in seniority order. Crew Planning will attempt to award as many ETOs as possible. Pilots will be able to bid for multiple durations of the ETO. For example, if a two month ETO is not available you may be able to get awarded a one month ETO as long as you submit a bid for the one-month ETO as well.
Benefits	Company flight and health benefits <u>will not</u> be disrupted. Vacation and OJI <u>do</u> continue to accrue. Since your employment will be considered active during an ETO, SWAG points <u>will</u> continue to accumulate for attendance purposes.
Seniority	Employee seniority and longevity <u>will not</u> be affected. A month on ETO <u>does</u> count as a month of credited service.

Bid Timeline

Date and Time	Event
April 1 at 1200 CDT	ETO Bid Opens in Comply
April 7 at 1200 CDT	ETO Bid Closes in Comply
April 7 by 2000 CDT	ETO Award Posted via Email

Frequently Asked Questions

What is ETO?

Pilot Emergency Time Off is a voluntary time off program in which Pilots will not bid a line of flying and will be compensated 50% of contractual minimum line guarantee for each month on ETO.

Who is eligible?

Only active Pilots with a valid medical for the May bid period will be eligible to be awarded an ETO.

Will the ETO be paid and when will I receive this pay?

Yes, Pilots on this specific ETO program will be compensated 50% of contractual minimum line guarantee for each month of the ETO. This will be 44.5 TFP in May and 43.5 TFP in June. ETO pay credit will be indicated on a Pilot's board as a "LG" with the associated ETO pay credit. Pilots on an ETO will not receive a payroll advance and the ETO pay will be paid on the 20th check. For example, Pilots on a May ETO will be paid on June 20th.

If I have vacation scheduled during my ETO, how will I get compensated?

Pilots will not be able to take VAC during an ETO. Pilots on ETO will be able to trade or convert existing VAC to floating vacations up until the normal contractual deadline of the 1st of the preceding bid period. If a Pilot still has scheduled VAC during an ETO month, Crew Planning will convert the VAC to a floating vacation. Since this ETO award is past April 1st, May VAC weeks will be converted to a floating vacation after the ETO award on April 7th. VOs will not be considered. VAC periods that begin in April will be paid above the ETO pay value of 44.5 TFP. VAC weeks can be cashed out once they are converted to a floating week. A VAC week cashed out will pay 26.25 TFP per VAC week.

When will the ETO Program begin and how are my carry-in pairings from April paid?

ETO will begin May 1st. Pilots will complete pairings that start in April and carry into the ETO period. For example, a 4-day pairing that starts on 4/30 will end on 5/3 and the Pilot's ETO will begin on 5/4. Carry-in pairing credit will pay above the ETO value of 44.5 TFP.

How long with the ETO last?

Crew Planning is offering one and two months length ETOs starting with the May bid period and ending with the June bid period. All ETOs will begin in May.

Will there be more than one opportunity to bid for ETO?

Another ETO bid may be held for additional ETO months at a later date including a June only ETO. For this particular bid we are offering only a May (one Month) or May-June (two Month) ETO. Additional updates will be provided in the coming weeks if another ETO bid will be offered.

What happens if I am due for Training during my ETO?

Pilots with training due during the ETO will be brought in for training upon their return from the ETO. Any CQT or currency flying needed will be scheduled in accordance with the AQPM. Pilots may require a SIM session or full CQT upon return. No training will occur during the ETO.

Can Open Time be picked up while on ETO?

No, Pilots on ETO will not be eligible to pick up Open Time or participate in TTGA/ELITT.

Will my seniority or longevity be affected if I take an ETO?

No, employee seniority and longevity will not be affected. Each month on ETO counts as a month of credited service.

Who will determine the availability of ETO?

Crew Planning is continually monitoring the changing commercial plan in response to the COVID-19 economic conditions and will adjust the available ETOs accordingly. At this time, we believe we will be able to award a high amount of the ETO bids.

If I am an OAK ETOPS Pilot, will I be in a different category?

OAK/Oakland-ETOPS will be treated as one combined base for the purposes of an ETO award.

How long can I be on ETO?

Southwest Airlines will be offering two types of ETO for this bid: one month (May) and two month bids (May-June).

Are ETOs being considered for all categories (base/seat)?

Yes, ETO will be available for both Captains and First Officers in all bases.

How will the ETO be awarded?

Crew Planning will assess the number of ETOs available for each bid period by category (base and seat) and will award Pilots bidding for a two month ETO in seniority order by category first, then those bidding for the one month ETO in seniority order by category.

If I bid for a two month ETO but want to still get awarded a one month ETO if the two month ETO is not available, how do I bid?

Bid the two month ETO as your first choice and the one month ETO as your second choice.

What benefits will I continue to receive?

Pilots will retain all benefits and accruals. Medical, dental, vision, AD&D, STD, and LTD premiums will be paid normally.

Will medical and other benefits deductions be taken from my pay while taking COVID-19 Emergency Time Off?

Yes. Your benefits are active, and paycheck deductions continue as long as you receive a paycheck. If you do not have enough pay to cover your deductions, as much as can be deducted will be deducted. Any portion that goes unpaid will accrue as a balance due, called arrears. The balance due (arrears) will be taken from your subsequent paychecks until the balance is paid in full. See also question below for deductions for home, auto, pet, critical illness, and long term care benefits.

What about deductions for my home, auto, pet, critical illness, and long term care benefits while I take COVID-19 Emergency Time Off?

If you do not have enough pay to cover all of your deductions for these benefits, the unpaid portion will accrue as a balance due, called arrears, as outlined in the previous question. You may receive a bill in the mail for any balance you carry from the vendors that administer these benefits. From that point forward, you will be billed by the vendors and will make payments to them directly. Once you return to work and start receiving pay, you will need to contact each vendor directly and ask to restart your paycheck deductions.

Can I still adjust my Vacancy bid while on ETO?

Yes. However, new opt-ins to the Lance Captain program will not be considered while on ETO.

How will the Lance Captain Program work while I am on ETO?

Pilots who are designated Lance Captains and are awarded ETO will not count towards the 3.2% minimum LC requirement per base. The months a Lance Captain is on ETO does count towards the 12 month eligibility restriction as defined in Section 23 M.1.f. New opt-ins will not be considered until the first month after returning from ETO.

Can my ETO be extended?

Crew Planning may offer additional ETO months in the future and Pilots currently on an ETO will be able to bid for additional ETO months.

Can I come back early?

ETOs are generally for a defined period. However, depending on economic conditions and operational needs, Crew Planning may reach out to Pilots in seniority order by category offering them the ability to return to work. At this time we do not expect the need to bring Pilots back early from an awarded ETO.

Can I work at another job flying while on ETO?

Yes, provided FOM 24.2.14 "Flying Off Duty" guidance is followed.

Will my probationary period be extended?

On a one-time non-referral, non-precedential basis, your time on ETO will count towards your 3.C.1. probationary period. Your probationary period will not be extended except to allow you to complete your annual check ride as per 3.C.2.

Instructions for Bidding

Bidding for ETO will be done through a form in Comply365.

Accessing the Form on the EFB

1. Sync Comply365 for the new form to appear.
2. Tap **My Forms >Flight Ops >#COVID-10 Emergency Time Off (ETO) Program**.
3. Complete all required fields of the form. You must complete all cells that have a red tip on the top left prior to submitting.
4. Check the box to acknowledge the rules of the ETO program.

5. Tap "Submit". When you tap "Submit", the form is sent to the Crew Planning Team and a copy is sent to your Southwest email. When you receive the email, Crew Planning has also received your submission. You will be notified after bid close whether your bid was awarded.

#COVID-19 Emergency Time Off (ETO) Program

Southwest

3. → Employee Number (without the e) First Name Last Name

Base Seat

First choice for ETO consecutive length Second choice for ETO consecutive length

4. ☐ I understand that by requesting participation in the Pilot Emergency Time Off (ETO) program, I have read the program guidelines and understand that I will be paid 50% of line guarantee per month of ETO.

5.

v1.0

If you have any further questions, please contact Crew Planning [via email](#) or at 214-792-4399.

Coronavirus (COVID-19) Update

FLIGHT OPERATIONS

COVID-19 Emergency Time Off (ETO) Program for Pilots

TO: All Pilots

DATE: April 20, 2020

Table of Contents

Program Overview	1
Bid Timeline	2
Frequently Asked Questions	2
Instructions for Bidding	5

In light of the economic conditions associated with COVID-19, Southwest will continue to offer partially paid ETO options between June and August 2020. Generally, a Pilot is eligible for this program if they are on active status with a valid medical. FAQs, instructions for bidding for ETO, and what to know if you are awarded ETO are below.

Program Overview

For Pilots, we will be offering ETO at half of line minimums. We will be accepting bids for partial-pay ETO between June and August 2020. Pilots on ETO will be paid 43.5 TFP in June (a 30 day bid period) and 44.5 TFP in July and August (a 31 day bid period). ETOs will be scheduled to begin June 1st or at the conclusion of the carry-in pairing from the previous month. For example, a Pilot awarded a June ETO with a May pairing that ends on June 3 would be off from June 4 through June 30.

Pay	Pilots will be paid 50% of line guarantee per bid period while on ETO. Pay while on ETO will be eligible for NEC and Profit Sharing.
Bidding	Pilots granted this time off <u>will not</u> bid a line for the month(s) they are on ETO.
Open Time	Pilots on ETO <u>will not</u> be eligible to be awarded Open Time flying or participate in TTGA/ELITT.
Vacation	Pilots will not be able to take VAC while on ETO. Pilots on ETO will be able to trade or convert existing VAC to floating vacations up until the normal contractual deadline of the 1 st of the preceding bid period. If a Pilot still has scheduled VAC during an ETO month, Crew Planning will convert the VAC to a floating vacation. VOs will <u>not</u> be considered.
Training	Training is <u>not</u> permitted. If scheduled for training during your awarded time off, you will be rescheduled.
Eligibility	Pilots must be active with a valid medical on the Seniority List for the June bid period.

Case 3:21-cv-02065-M Document 16-1 Filed 10/26/21 Page 245 of 349 PageID 739

Duration	ETO options are available for one, two, or three months. All ETOs begin in June. Multiple month ETOs must be taken consecutively. If you are currently on ETO, you may bid for additional ETO months and if awarded ETOs, your ETO will be extended.
Awarding	ETOs will be awarded by duration of the time off (beginning with three month ETOs) and by category (base and seat) in seniority order. Crew Planning will attempt to award as many ETOs as possible. Please bid with the intention of being awarded.
Benefits	Company flight and health benefits <u>will not</u> be disrupted. Vacation and OJI <u>do</u> continue to accrue. Since your employment will be considered active during an ETO, SWAG points <u>will</u> continue to accumulate for attendance purposes.
Seniority	Employee seniority and longevity <u>will not</u> be affected. A month on ETO <u>does</u> count as a month of credited service.

Bid Timeline

Bid Period	Date and Time	Event
June, July, and August	April 20 at 1200 CDT	ETO Bid Opens in Comply365
	April 27 at 1200 CDT	ETO Bid Closes in Comply365
	April 27 by 2000 CDT	ETO Award Posted via Email

Frequently Asked Questions

What is ETO?

Pilot Emergency Time Off is a voluntary time off program in which Pilots will not bid a line of flying and will be compensated 50% of contractual minimum line guarantee for each month on ETO.

Who is eligible?

Only active Pilots with a valid medical for the June bid period will be eligible to be awarded ETO.

Will the ETO be paid and when will I receive this pay?

Yes, Pilots on this specific ETO program will be compensated 50% of contractual minimum line guarantee for each month of the ETO. This will be 43.5 TFP in June and 44.5 TFP in July and August. ETO pay credit will be indicated on a Pilot's board as a "LG" with the associated ETO pay credit. Pilots on an ETO will not receive a payroll advance and the ETO pay will be paid on the 20th check. For example, Pilots on a June ETO will be paid on July 20th.

If I have vacation scheduled during my ETO, how will I get compensated?

Pilots will not be able to take VAC during an ETO. Pilots on ETO will be able to trade or convert existing VAC to floating vacations up until the normal contractual deadline of the 1st of the preceding bid period. If a Pilot still has scheduled VAC during an ETO month, Crew Planning will automatically convert the VAC to a floating vacation. VAC periods that begin in May will be paid above the ETO pay value of 43.5 TFP in June. VAC weeks can be cashed out once they are converted to a floating week. A VAC week cashed out will pay 26.25 TFP per VAC week.

When will the ETO Program begin and how are my carry-in pairings from May paid?

All ETOs will begin June 1st. Pilots will complete pairings that start in May and carry into the ETO period. For example, a 4-day pairing that starts on 5/31 will end on 6/3 and the Pilot's ETO will begin on 6/4. Carry-in pairing credit will pay above the ETO value of 43.5 TFP.

How long will the ETO last?

Crew Planning is offering ETO between one and three months in duration between June and August 2020. Pilots will bid for the duration they choose, however, all ETO months must be taken consecutively.

Will there be more than one opportunity to bid for ETO?

Currently, June through August ETOs are for bid in durations of one, two, or three months. Crew Planning will reopen the bids prior to the July bid period for July and August ETO.

What happens if I am due for Training during my ETO?

Pilots with training due during the ETO will be brought in for training upon their return from the ETO. Any CQT or currency flying needed will be scheduled in accordance with the AQPM. Pilots may require a SIM session or full CQT upon return. No training will occur during the ETO.

Can Open Time be picked up while on ETO?

No, Pilots on ETO will not be eligible to pick up Open Time or participate in TTGA/ELITT.

Will my seniority or longevity be affected if I take an ETO?

No, employee seniority and longevity will not be affected. Each month on ETO counts as a month of credited service.

Who will determine the availability of ETO?

Crew Planning is continually monitoring the changing commercial plan in response to the COVID-19 economic conditions and will adjust the available ETOs accordingly

If I am an OAK ETOPS Pilot, will I be in a different category?

OAK/Oakland-ETOPS will be treated as one combined base for the purposes of an ETO award.

How long can I be on ETO?

Southwest Airlines will be offering three options of ETO for this bid: one month (June), two month bids (June-July), and three month bids (June-August).

Are ETOs being considered for all categories (base/seat)?

Yes, ETO will be available for both Captains and First Officers in all bases.

How will the ETO be awarded?

Crew Planning will assess the number of ETOs available for each bid period by category (base and seat) and will award Pilots bidding for a three month ETO in seniority order by category first, then those bidding for the two month ETO in seniority order by category, and lastly one month ETO in seniority order by category.

If I bid for a two month ETO but want to still get awarded a one month ETO if the two month ETO is not available, how do I bid?

Bid the two month ETO as your first choice and the one month ETO as your second choice.

What benefits will I continue to receive?

Pilots will retain all benefits and accruals. Medical, dental, vision, AD&D, STD, and LTD premiums will be paid normally.

Will medical and other benefits deductions be taken from my pay while taking COVID-19 Emergency Time Off?

Yes. Your benefits are active, and paycheck deductions continue as long as you receive a paycheck. If you do not have enough pay to cover your deductions, as much as can be deducted will be deducted. Any portion that goes unpaid will accrue as a balance due, called arrears. The balance due (arrears) will be taken from your subsequent paychecks until the balance is paid in full. See also question below for deductions for home, auto, pet, critical illness, and long term care benefits.

What about deductions for my home, auto, pet, critical illness, and long term care benefits while I take COVID-19 Emergency Time Off?

If you do not have enough pay to cover all of your deductions for these benefits, the unpaid portion will accrue as a balance due, called arrears, as outlined in the previous question. You may receive a bill in the mail for any balance you carry from the vendors that administer these benefits. From that point forward, you will be billed by

the vendors and will make payments to them directly. Once you return to work and start receiving pay, you will need to contact each vendor directly and ask to restart your paycheck deductions.

Can I still adjust my Vacancy bid while on ETO?

Yes. However, new opt-ins to the Lance Captain program will not be considered while on ETO.

How will the Lance Captain Program work while I am on ETO?

Pilots who are designated Lance Captains and are awarded ETO will not count towards the 3.2% minimum LC requirement per base. The months a Lance Captain is on ETO does count towards the 12 month eligibility restriction as defined in Section 23 M.1.f. New opt-ins will not be considered until the first month after returning from ETO.

Can my ETO be extended?

Crew Planning may offer additional ETO months in the future and Pilots currently on an ETO will be able to bid for additional ETO months.

Can I come back early?

ETOs are generally for a defined period. However, depending on economic conditions and operational needs, Crew Planning may reach out to Pilots in seniority order by category offering them the ability to return to work. At this time we do not expect the need to bring Pilots back early from an awarded ETO.

Can I work at another job flying while on ETO?

Yes, provided *FOM* 24.2.14 "Flying Off Duty" guidance and Southwest Guidelines for Employees is followed.

An exception has been made, and those on ETO are permitted to have other employment. Per the Guidelines for Employees (Section 8.6), permission to hold any outside employment must be obtained in writing from the Employee's Leader and will only be granted if the outside employment does not present a conflict of interest and meets the standards outlined in 8.6. Also, under GFE 8.5, Southwest Employees are generally prohibited from also working for another airline. Employees who obtain other employment while on ETO should adhere to social distancing guidelines and shelter in place orders, when applicable. While on ETO and not working for Southwest, Employees should not use the "essential employee" letter they may have been provided by the Company.

Will my probationary period be extended?

On a one-time non-referral, non-precedential basis, your time on ETO will count towards your 3.C.1. probationary period. Your probationary period will not be extended except to allow you to complete your annual checkride as per 3.C.2.

I've been awarded an ETO, what do I need to know?

- You are still part of the vacancy, please continue to bid vacancy normally
- Any vacations during your ETO period will be automatically converted to floating vacation by Planning
- Inform Planning what you would like to do with that floating vacation (either cash in or bid for floating vacation later in the year) using the form on SWALife before the contractual deadlines: SWALife>My Work>Flt Ops>Our Business>Vacation>Floating Vacation
- You do not have to submit a monthly line bid
- Upon bid line award:
 - You may receive a notification of your standing bid being applied - your ETO award will override this standing bid. Standing bids have to be applied for all Pilots in a bulk process.
 - You may see a line number populate on your board – this is only temporary and can be ignored. It will only show during the protest period and will disappear when Planning finishes the processes.
 - A green NQ bar will be added to your board for the entire ETO month
 - A green line guarantee (LG) bar will show up later to give you the ETO credit for that month

Instructions for Bidding

Case 3:21-cv-02065-M Document 16-1 Filed 10/16/21 Page 248 of 319 PageID 742
Bidding for ETO will be done through a form in Comply365.

Accessing the Form on the EFB

1. Sync Comply365 for the new form to appear.
2. Tap **My Forms >Flight Ops >#COVID-10 Emergency Time Off (ETO) Program**.
3. Complete all required fields of the form. You must complete all cells that have a red tip on the top left prior to submitting.
4. Check the box to acknowledge the rules of the ETO program.
5. Tap "Submit". When you tap "Submit", the form is sent to the Crew Planning Team and a copy is sent to your Southwest email. When you receive the email, Crew Planning has also received your submission. You will be notified after bid close whether your bid was awarded.

3.

#COVID-19 Emergency Time Off (ETO) Program

Southwest

Employee Number (without the e)

First Name

Last Name

Base

Seat

First choice for ETO

Second choice for ETO

Third choice for ETO

4.

☐ I understand that by requesting participation in the Pilot Emergency Time Off (ETO) program, I have read the program guidelines and understand that I will be paid 50% of line guarantee per month of ETO.

5.

Cancel Reset

v1.0

If you have any further questions, please contact Crew Planning [via email](#) or at 214-792-4399.

EXHIBIT 1-C

SWAPA COUNTER

SWAPA NC & EFAIRC

10.21.2020

CONFIDENTIAL



WHAT WE HAVE DONE



- **SWA and SWAPA** jointly developed an Early Retirement Program (Sec 22.C)
 - 631 Pilots **volunteered** for the VSP program
 - ~7%% of Total January 1, 2020 Seniority List
 - Helped in its advertising – Podcast, Videos, Emails/Phone Calls

- **SWA and SWAPA** jointly developed and shaped the Extended Time Off (ExTO) Program
 - 1580 Pilots **volunteered** took ExTO
 - ~17% of Total January 1, 2020 Seniority List
 - Instrumental in the development of FAQs
 - SWAPA coordinated LTD coverage and LOL developed Gap Benefit

CONFIDENTIAL

SWAPA'S PROPOSAL



To preserve jobs and reduce cash burn, the parties jointly enter into this Letter of Agreement which outlines voluntary cost savings initiatives the parties agree to for the period January 1, 2021 to December 31, 2021:

1. **Monthly Emergency Time Off (ETO)** will conform to the provisions set forth in the current "COVID-19 Emergency Time Off ("ETO") Program MOU except:
 - a. Participating Pilots will be paid fifty (50) TFP per month.
 - b. The Company will offer a minimum of two hundred (200) ETO awards in each bid period January 2021 through December 2021 unless the preceding bid period has no first round bid lines with flying paying less than the monthly schedule line guarantee as per 4.H. of the Collective Bargaining Agreement.
 - c. Both parties must mutually agree in writing prior to extending ETO offerings beyond December 2021.
2. The Company will offer the following additional **Extended Time Off (ExTO)** periods. Such periods will conform to the provisions set forth in the current ExTO Program MOU including all pay and benefits. Pilots currently on six-month or one-year ExTO will be eligible to participate.
 - a. A period of six (6) month from March 1, 2021 through August 31, 2021
 - b. A period of one (1) year from March 1, 2021 through February 28, 2022.
3. The Company will offer an additional **Voluntary Separation Program (VSP)** for Pilots under the same eligibility criteria as the first VSP including monthly TFP totals and all benefits. The education and submission period will start January 1, 2021 and will conclude February 15, 2021. The date of separation will be February 28, 2021.
4. During the period from January 2021 through December 2021, the Company agrees that no Pilot will be furloughed or pursue any other wage or work rule concessions.
5. Both parties agree to continue working together collaboratively to address challenges as a result of COVID-19 while respecting the status of ongoing Section 6 formal bargaining.
6. Any modifications to this Letter of Agreement must be agreed to in advance.

CONFIDENTIAL

SWAPA'S PROPOSAL



To preserve jobs and reduce cash burn, the parties jointly enter into this Letter of Agreement which outlines voluntary cost savings initiatives the parties agree to for the period January 1, 2021 to December 31, 2021:

1. **Monthly Emergency Time Off (ETO)** will conform to the provisions set forth in the current "COVID-19 Emergency Time Off ("ETO") Program MOU except:
 - a. Participating Pilots will be paid fifty (50) TFP per month.
 - b. The Company will offer a minimum of two hundred (200) ETO awards in each bid period January 2021 through December 2021 unless the preceding bid period has no first round bid lines with flying paying less than the monthly schedule line guarantee as per 4.H. of the Collective Bargaining Agreement.
 - c. Both parties must mutually agree in writing prior to extending ETO offerings beyond December 2021.
2. The Company will offer the following additional **Extended Time Off (ExTO)** periods. Such periods will conform to the provisions set forth in the current ExTO Program MOU including all pay and benefits. Pilots currently on six-month or one-year ExTO will be eligible to participate.
 - a. A period of six (6) month from March 1, 2021 through August 31, 2021
 - b. A period of one (1) year from March 1, 2021 through February 28, 2022.

CONFIDENTIAL

SWAPA'S PROPOSAL



3. The Company will offer an additional **Voluntary Separation Program (VSP)** for Pilots under the same eligibility criteria as the first VSP including monthly TFP totals and all benefits. The education and submission period will start January 1, 2021 and will conclude February 15, 2021. The date of separation will be February 28, 2021.
4. During the period from January 2021 through December 2021, the Company agrees that no Pilot will be furloughed or pursue any other wage or work rule concessions.
5. Both parties agree to continue working together collaboratively to address challenges as a result of COVID-19 while respecting the status of ongoing Section 6 formal bargaining.
6. Any modifications to this Letter of Agreement must be agreed to in advance.

CONFIDENTIAL

EXHIBIT 1-D

Round 2 of VSP/ExTO — SWAPA Pilots Want to Help

December 09, 2020 | Gregory Auld, Reporting Point, Negotiating

In the wake of CEO Gary Kelly's concessionary mandate to SWAPA, Pilots have not been shy in offering suggestions to save Flight Operations payroll. The most common, by far, is for a second round of the Voluntary Separation Program (VSP) and Extended Emergency Time Off (ExTO). The logic is clear: Last summer's programs were wildly successful — 24% of Pilots accepted VSP (632) or some duration of ExTO (1,581). Afterward, the C-Suite and Flight Ops management praised these Southwest Warriors for their selfless sacrifice of helping the Company reduce its daily cash burn.

But anecdotal support for additional voluntary measures is one thing; SWAPA wanted hard data on how many Pilots would actually volunteer for a second round. So, in the week before Thanksgiving, we sent a very short survey to the entire Pilot group to measure remaining interest. We asked three simple questions: 1) If offered again, would you take VSP? 2) If currently on ExTO, would you extend for six months to a year? and 3) If you're not on ExTO now, would you sign up for a six-month or one-year term? The results were encouraging; we believe well over 1,000 Pilots would again step up to preserve Flight Ops cash flow.

As you consider the process SWAPA took to home in on our numbers, remember that we're advocating for another round of voluntary savings under the same terms as last year. SWAPA wants every VSP request granted and all ExTOs approved for the length of our Pilots' first choices. Our numbers are focused on cost savings and are at the low end of estimates by design. Ultimately, the decision to offer and approve these programs is in the hands of the Company and our decision to not include 100% of responses should not be seen as discounting our Pilots' responses. In our team's view, the worst thing we could do would be to over-promise and under-deliver on voluntary savings. We know some respondents might see the poll as an opportunity to put additional pressure on Labor Relations. Some might think SWAPA was fishing for a massive number. In truth, we were looking for accurate and actionable data. How we narrowed the list of potential volunteers to gain confidence in those numbers is worth a deeper look.

In any web-based poll, there is a risk of "self-selection bias"; that is, a tendency of the participants most invested in the outcome to be the most likely to respond. One way to counter this is with a massive turnout — indeed that's exactly what we had in this survey. Nearly 6,000 Pilots (65%) responded in what has turned out to be our most enthusiastic response to date. Yet enthusiasm brings up another problem: Some Pilots will see a survey like this as a chance to insert themselves in the negotiations process. In other words, some will say "what they think would be helpful" rather than what they would really do.

To counter this, we asked those Pilots who volunteered for one or more of the programs to provide their name. Not only did it show a profound trust in SWAPA to protect their personal information, it allowed us to use this as a proxy for "seriousness." We assume that if a Pilot would voluntarily pierce the traditional anonymity of a poll, they were more likely to participate in these programs. Indeed, a great many did provide their names; between 54% and 76% did so depending upon the question.

Yet, we felt a filtered list of volunteers would increase our confidence in whatever numbers we presented to the Company. For example, we drastically narrowed the VSP "yes" group (originally 936) to just those who provided a name AND were age 55 to 64. Ninety-five percent

of the Round 1 VSP Pilots were in this age group so it seemed reasonable that a similar percentage of Round 2 volunteers would be the same. While there was a lot of enthusiasm among our younger Pilots to take VSP, we think when push comes to shove, the vast majority of new VSPs would come from the oldest cohort as it did last summer. Further, we only considered those on the line today (not on ExTO) to give the Company a sense of new staffing reductions. All told, we are confident that there would be 250 additional VSP volunteers, a number that we think tracks well with the results of Round 1.

We applied additional filtering to ExTO extenders and new volunteers as well. We heard from an astounding number of current ExTO participants (76%!), and nearly 900 of them said they would accept an extension. But, because the concessionary mandate is focused on near-term cash flow, we only considered the named volunteers with a 2021 return date. Further, a few of these older Pilots suggested that they would like to convert to a VSP, so we further culled the list to 323 returnees that we think would seriously accept a six-month or one-year extension to their current ExTO.

Finally, more than 1,300 Pilots initially indicated that they would accept a new short-term ExTO, but again we filtered this list looking for the most likely to sign up. After eliminating some older Pilots who also preferred VSP, we were left with 599 who we believe are serious about stepping off the line for a few months.

The table below summarizes the poll's results. It's worth noting that these are raw data — they are not extrapolated to cover the 35% of those who did not respond. While the math behind the savings is beyond the scope of this blog, suffice to say that the aggregate savings of a second round of VSP/ExTO would be extraordinary, at over **REDACTED**, which is nearly one-half of the mandated total.

The Company has talked itself in circles about why it cannot offer a second round. It has said it would be "inconsistent" to so do after promising last summer it was a "one-time offer." But CEO Kelly has also promised to "do everything possible to avoid a furlough." Logic suggests that one cannot be consistent with both statements. Given the enormous, demonstrated interest and the obvious, available cash savings, it would seem most prudent to backtrack on last summer's comments. CEO Kelly is on record saying that the "voluntary programs are tapped out." Your enthusiastic, yet credible responses suggest otherwise.

VSP	Extend ExTO	New ExTO
"Yes": 936	"Yes": 885	"Yes": 1,305
And age 55-64: 464	And 2021 returnee: 473	
And not on ExTO: 386	And not older VSP vol: 436	And not older VSP vol: 1,119
And provided name: 250	And provided name: 323	And provided name: 599
CA/FO: 211/39	CA/FO: 101/222	CA/FO: 220/379
12-month savings: REDACTED	12-month savings: REDACTED	12-month savings: REDACTED
REDACTED	REDACTED	REDACTED

EXHIBIT 1-E

Voluntary Cost Savings Are the Path Forward

November 20, 2020 | Email, Negotiating

“We have a moral duty to do everything that we can to avoid a furlough and that's what we're doing right now.” — Gary Kelly speaking at the Skift Aviation Forum on November 19, 2020

Since the day after the Voluntary Separation Program (VSP) window closed, SWAPA has been receiving emails asking about the possibility of a second round. We've heard similar sentiments about Extended Emergency Time Off (ExTO), and according to the Company's prepared statements during their Virtual Pilot Town Hall yesterday, they have as well.

While SWAPA knows there is demand for more ExTO and VSP, we don't base our arguments solely on anecdotal evidence. Because we rely on facts and data, we've run a survey over the past week to measure that demand. The questions were simple: If given the opportunity to take VSP, extend your current ExTO, or start a new ExTO, would you do so? To measure the sincerity of the responses, we asked Pilots to give up the traditional anonymity of our SWAPA polling and provide their name. To further narrow the list of named volunteers, we based our savings on an even smaller subset of volunteers in order to present a conservative valuation to the Company.

Participation was exceptional — 5,926 — and based on our narrow parameters, 250 Pilots showed interest in VSP, 323 would extend their ExTO, and 599 would enter a new 6-month or 12-month ExTO. All told, SWAPA calculates, with a high degree of confidence, that our Pilots would voluntarily forego REDACTED in 2021 alone. Mr. Kelly has stated that he “feels the programs are “tapped out” and Labor Relations agrees, but our Pilots say otherwise.

Going into their Town Hall, the Company knew SWAPA was gathering data on ExTO/VSP. They knew polling would show demand was going to be strong and therefore they needed to provide new justifications for not offering another round – cost and flexibility. Mr. Kuwitzky from Labor Relations said:

“So another round of VSP and ExTO is actually self-defeating. And by that, I mean, it hurts us in two ways. First, to do it would require significant cash outlays, cash we don't have and don't want to spend. So I know you're thinking we've got plenty of cash. Bob just showed you we've got a lot of cash. So you'll be right - we do have a lot, but most of that cash is borrowed money that we're going to have to repay. We're trying to get out of that. We don't want to borrow just to turn around and repay in the future.”

The Company's message is the same one we heard in 2015 after years of stalled Section 6 negotiations, “we have the money, we just don't want to spend it on you.”

Yesterday, the Company also presented a chart showing debt payments and explained that they needed pay cuts to pay down the debt. But they ignored the mountain of cash they currently hold — over REDACTED — in their graphic. To put it into perspective, the chart below shows the debt principal SWA will pay over the next decade (blue bars), the same numbers they presented in the Town Hall. But the green line shows our cash balance starting at over REDACTED REDACTED at the end of Q3, subtracting that debt each year, and ending with a net balance of over REDACTED a decade from now with ZERO profits considered.

And keep in mind the Company has told Wall Street it will make a return of about REDACTED on the money it spent on the first round of ExTO and VSP. A second round would certainly provide even more savings. Mr. Kuwitzky went on to say:

“Second, we will be losing Pilots with another round of VSP and ExTO when we would much rather keep everybody on board to be able to respond when demand does return.”

How is a furlough keeping everybody on board? A furlough results in the ultimate lack of flexibility!

We are now almost six months past the initial launch of ExTO and VSP. The Company has issued WARN notices to our mechanics and furlough notices to our material specialists. In the intervening months, personal and financial situations have changed, and there are Pilots who are able to participate now who couldn't before. Meanwhile, the Company's desire for savings remains. It's clear that another round of voluntary leaves and retirements can serve as an essential foundation for any additional cost savings our Pilot group will deliver. Quoting Mr. Kelly above, one might even say it's the moral thing to do to avoid a furlough.

It boils down to this: Labor Relations' arguments are contradictory. They want “voluntary” pay cuts under threat of a furlough. They won't offer voluntary leaves and retirements because they want maximum flexibility, but they are willing to furlough and sacrifice even more of it. We have carried our Pilots' desire for voluntary solutions forward in our negotiations. We have done the analytics that prove there are significant savings to be had. We have pushed for more voluntary programs in our comm — from emails to podcasts to social media. We have brought it up during informal talks with Company leadership and with Wall Street. And we have conducted a survey to gather objective data from more than half of our seniority list that irrefutably shows there is untapped demand remaining.

The savings are there. It's up to the Company to decide if we're worth it.

Your Negotiating Committee

EXHIBIT 1-F

5.7 Infectious Disease Control Policy

Revised: 03/11/2020

Southwest Airlines will take proactive steps to protect Employees in the workplace in the event of an infectious disease outbreak. The purpose of this policy is to address Employee expectations in the event of an increase or an outbreak of non-common infectious diseases such as but not limited to COVID-19 (Coronavirus), SARS, tuberculosis, and avian flu. The Southwest Airlines Disaster Response Plan outlines the Teams and associated tasks to respond to an event ranging in severity from an outbreak to pandemic. In consultation with Senior Leadership, the Emergency Director will determine the activation of the Pandemic Emergency Response Plan and this policy. When activated, the Emergency Director will provide specific direction with respect to each measure below as well as the timeframe all of which are subject to change.

Southwest Airlines' goal during an infectious disease outbreak is to ensure the Safety of our Employees as we strive to operate effectively; therefore Employee attendance/work continuation is expected. Unless otherwise notified, Southwest Airlines' normal attendance and leave policies will remain in place. In the event of closures (all or partial) to the HDQ campus including remote non-operational offices such as People Department offices and Governmental Affairs, Southwest Airlines will use the codes described in [11.5 Noncontract Attendance Policy Relating to Headquarters and Other Non-operational Facilities Closures](#). Information containing code levels yellow, orange and red will be communicated to Employees via Company email. In some instances, text messages may be sent through the automated notification system (to Employees who populate their cell phone numbers in SWALife). In the event of closures or partial closures of airports or other facilities such as Centers, Employees will be notified by their Leadership via the common communication method.

Preventing the Spread of Infection in the Workplace

Southwest Airlines asks all Employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The [Center for Disease Control](#) (CDC) recommends everyday preventive actions to help limit the spread of infectious diseases, including:

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose, and mouth.
- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Follow the [CDC's recommendations for using personal protection equipment](#) such as face masks and gloves.
- Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing.

Limiting Business and Leisure Travel

Southwest Airlines will generally follow the [CDC's Travel Notices](#) with respect to travel within and outside of the United States. In accordance with the Travel Notices, the Company may ban or limit nonessential business travel. At times, guidelines that are stricter than the CDC Travel Notices may be instituted. Employees who travel as an essential part of their job should consult frequently with their Leader on appropriate actions. Employees are expected to also follow CDC Travel Notices and Company direction when traveling for leisure.

Staying Home When Ill

Many times, with the best of intentions, Employees report to work even though they are presenting signs and symptoms of illness. Under the Time Off Program and collective bargaining agreements, Southwest Airlines provides Sick Pay, Paid Time Off, and other benefits to compensate Employees who are unable to work due to illness. Refer to [11.4.1 Illness](#) and [11.6 Time Off Program](#). Especially during an infectious disease outbreak, it is critical that Employees not report to work while they are ill and/or experiencing symptoms of the outbreak, such as fever, cough, and shortness of breath, sore throat, runny or stuffy nose, body aches, headache, chills and fatigue. Employees are encouraged to call their healthcare provider if they suspect that they are ill with an infectious disease. Unless instructed otherwise by the Emergency Director or the Department Head, Employees who are ill and/or experiencing symptoms must comply with attendance reporting and documentation requirements in their respective departments.

Currently, the CDC provides recommendations regarding how long individuals with infectious diseases should remain quarantined. If you have flu-like symptoms during an outbreak of non-common infectious diseases, it is important to speak to your healthcare provider. Leaders have the authority to send an Employee home who is ill and/or exhibiting symptoms.

In order to prevent the spread of the infectious disease during any period in which this Infectious Disease Control Policy has activated, if an Employee has complied with Emergency Director's instructions under this policy and has a medically confirmed diagnosis of the infectious disease and is considered contagious according to the CDC, Southwest Airlines will continue to pay the Employee for scheduled hours/shifts/trips missed without reducing the Employee's Sick Pay Hours, Paid Time Off or 2016 Paid Sick Hour balances and without the Employee incurring any infraction under attendance control policies. Such regular pay will be considered eligible compensation for purposes of ProfitSharing and Company 401(k) contributions per the terms of the Plan Documents. Should the Employee's illness extend beyond the contagious period or is complicated by other conditions, Southwest Airlines' leave policies and collective bargaining agreements will apply. Absences due to illness will run concurrently with leave under the Family and Medical Leave Act of 1993 (FMLA), and state/local family leave laws of a similar nature, if the Employee is eligible and qualifies for FMLA or state/local family leaves.

Quarantine and Pay

Based on potential exposure to an infectious disease, Employees may be required to quarantine after travel or potential exposure based on CDC recommendations or guidance.

Quarantine during an outbreak of non-common infectious diseases may be required under the following conditions:

1. Employees have traveled during the quarantine period (for example, in the last 14 days) to regions listed on the CDC's Travel Index for the disease;
2. Employees have been informed by public health officials or health care providers that they are suspected of or confirmed to have the disease;
3. Employees have been in close contact with an individual who has traveled during the quarantine period to regions on the CDC's Travel list for the disease; or
4. Employees have been in close contact with an individual who has been informed by public health officials or health care providers that they are suspected of or confirmed to have the disease.

If an Employee has complied with the Emergency Director's instructions issued under this policy, but must quarantine at CDC direction or Southwest Airlines direction, the Company will continue to pay the Employee for scheduled hours/shifts/trips missed during quarantine and all regular pay during quarantine will be considered eligible compensation for purposes of ProfitSharing and Company 401(k) contributions per the terms of the Plan Documents. This time missed under required quarantine will not be considered infractions under attendance control policies. For those employees eligible for Perfect Attendance the time missed during quarantine will be considered qualifying hours for the purposes of Perfect Attendance. Additionally, for those Employees eligible, the time missed during quarantine will count toward the accrual of Paid Time Off. Employees covered by a collective bargaining agreement may have other coverage provided and they should consult with their Leader.

Unless otherwise required by state or local law, Employees who elect self-quarantine and/or isolation outside of the Emergency Director's instruction will not be paid and must work with their Leader and follow department or collective bargaining agreement requirements for shift or trip coverage, requesting vacation or Paid Time Off or working from home if eligible based on the Employee's specific job. Attendance control policies will apply.

Additional Measures

The Emergency Director may implement additional measures to minimize the spread of disease in the workplace.

Failure to Comply

Employees who are found in violation of this policy including instructions issued by the Emergency Director will be subject to disciplinary action, up to and including termination of employment.

EXHIBIT 1-G



Guidelines for Employees

A Policy and Procedure Handbook

(GFE)

Revision Number: 21-02 **Revision Date:** 05/11/2021

©2021 Southwest Airlines Co., Dallas, Texas

If an Employee reports being the victim of alleged criminal activity or observes criminal activity at work or at a work-related event and if a safety risk exists for an Employee or any other individual, immediately call 911 or airport police. If there is no immediate safety risk, immediately call the Safety & Security Hotline at (469) 603-0407 for guidance and direction. If an Employee needs immediate medical attention, call 911 or your local emergency number. If immediate medical attention is not necessary, the Employee should not be transported until directed to do so by Corporate Security.

For questions regarding these guidelines, contact the Vice President Safety & Security.

5.7 Infectious Disease Control Policy

Revised: 05/11/2021

Southwest Airlines will take proactive steps to protect Employees in the workplace in the event of an infectious disease outbreak. The purpose of this policy is to address Employee expectations in the event of an increase or an outbreak of non-common infectious diseases such as but not limited to COVID-19 (Coronavirus), SARS, tuberculosis, and avian flu.

The Southwest Airlines Disaster Response Plan outlines the Teams and associated tasks to respond to an event ranging in severity from an outbreak to a pandemic. In consultation with Senior Leadership, the Emergency Director will determine the activation of the Pandemic Emergency Response Plan and this policy. When activated, the Emergency Director and/or their designee will provide specific direction with respect to each measure below as well as the timeframe, all of which are subject to change. Specific directions with respect to this policy will be posted on SWALife and/or communicated to Leaders and/or Employees in other forms such as email, text messages, memorandums, and other notices.

Southwest Airlines' goal during an infectious disease outbreak is to ensure the Safety of our Employees as we strive to operate effectively; therefore Employee attendance/work continuation is expected. Unless otherwise notified, Southwest Airlines' normal attendance and leave policies will remain in place. In the event of closures (all or partial) to the HDQ campus including remote non-operational offices such as People Department offices and Governmental Affairs, Southwest Airlines will use the codes described in [11.5 Noncontract Attendance Policy Relating to Headquarters and Other Non-operational Facilities Closures](#). Information regarding closures will be communicated to Employees via Company email. In some instances, text messages may be sent through the automated notification system (to Employees who populate their cell phone numbers in SWALife). In the event of closures or partial closures of airports or other facilities such as Centers, Employees will be notified by their Leadership via the common communication method.

Preventing the Spread of Infection in the Workplace

Southwest Airlines asks all Employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The [Centers for Disease Control Prevention](#) (CDC) recommends everyday preventive actions to help limit the spread of infectious diseases, including:

- Avoid close contact with people who are sick. Please refer to [5.8 Headquarters \(HDQ\) and Other Non-Operational Facilities Physical Distancing Guidelines During an Infectious Disease Outbreak](#).
- Avoid touching your eyes, nose, and mouth.
- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Follow the CDC's recommendations for using personal protective equipment such as [masks, cloth face coverings](#), and [gloves](#).
- Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing.

Employees who fail or refuse to comply with any of the above steps to reduce the transmission of infectious disease will be sent home without pay until such time as they are able to commit to these safety guidelines and perform these preventative actions. Repeated failure or refusal to comply with these preventive measures may also lead to discipline, up to and including termination.

As a Company, we are committed to actions to ensure all Southwest Airlines Employees do their part to protect each other from infection and exposure.

Higher Risk Individuals

Southwest Airlines recognizes that there are those within our Employee population who may be at a higher risk of infection or complications during an infectious disease outbreak. Southwest Airlines recognizes the [CDC's People Who Are at Increased Risk for Severe Illness](#) list as a reference but not as an exhaustive list of who should be considered higher risk individuals.

During an infectious disease outbreak, Employees who are in a higher risk situation and would like to seek a reasonable accommodation in order to be able to safely perform their job are encouraged to work with their Leader and utilize resources found at [Requesting a Workplace Accommodation](#). Employees in these higher risk situations may also refer to resources related to medical leaves of absence at [Taking/Returning from Leave of Absence](#).

Limiting Business and Leisure Travel

Southwest Airlines will generally follow the [CDC's Travel Health Notices](#) and applicable orders from federal, state, and local authorities with respect to travel within and outside of the United States. In accordance with the Travel Notices and orders from federal, state, and local authorities, the Company may ban or limit nonessential business travel. At times, guidelines that are stricter than the CDC Travel Notices and orders from federal, state, and local authorities may be instituted. Employees who travel as an essential part of their job should consult frequently with their Leader on appropriate actions. Employees are expected to also follow CDC Travel Notices, orders from federal, state, and local authorities, and Company direction when traveling for leisure.

Staying Home When Ill

Many times, with the best intentions, Employees report to work even though they are presenting signs and symptoms of illness. Under the Time Off Program and collective bargaining agreements, Southwest Airlines provides Sick Pay, Paid Time Off ("PTO"), and other benefits to compensate Employees who are unable to work due to illness. Refer to [11.4.1 Illness](#) and [11.6 Time Off Program](#). Especially during an infectious disease outbreak, it is critical that Employees not report to work while they are ill and/or experiencing symptoms of the outbreak, such as fever, cough, shortness of breath, sore throat, runny or stuffy nose, body aches, headache, chills and fatigue. Employees are encouraged to call their health care provider if they suspect that they are ill with an infectious disease. Unless instructed otherwise by the Emergency Director or the Department Head, Employees who are ill and/or experiencing symptoms must comply with attendance reporting and documentation requirements in their respective departments.

Currently, the CDC provides [recommendations](#) regarding how long individuals with infectious diseases should remain quarantined. If you have flu-like symptoms during an outbreak of non-common infectious diseases, it is important to speak to your health care provider. Leaders have the authority to send an Employee home who is ill and/or exhibiting symptoms.

In order to prevent the spread of the infectious disease during any period in which this Infectious Disease Control Policy has been activated, if an Employee has complied with the Emergency Director's instructions under this policy and has a medically confirmed diagnosis of the infectious disease and is considered contagious according to the CDC, Southwest Airlines may continue to pay the Employee for all or a portion of scheduled hours/shifts/trips missed without reducing the Employee's Sick Pay Hours, Paid Time Off or 2016 Paid Sick Hour balances and without the Employee incurring any infraction under attendance control policies. Such regular pay will be considered eligible compensation for purposes of ProfitSharing and Company 401(k) contributions per the terms of the plan documents. Should the Employee's illness extend beyond the contagious period or is complicated by other conditions, Southwest Airlines' leave policies and collective bargaining agreements will apply.

Reporting, Quarantine, and Pay

Based on potential exposure to an infectious disease, Employees may be required to report such exposure/illness to their Leader and may quarantine after travel or potential exposure based on CDC recommendations or guidance.

The Company will publish specific directions to Employees and Leaders regarding reporting requirements which could include those:

- traveling from impacted areas
- experiencing symptoms
- who have been confirmed, or in close contact with someone confirmed of a pandemic-related illness

Quarantine during an outbreak of non-common infectious diseases **may be** required under the following conditions:

1. Employees have traveled during the quarantine period (for example, in the last 14 days) to regions listed on the CDC's Travel Index for the disease (or are part of a group of people the CDC or other government authorities require or recommend should be quarantined);
2. Employees have been informed by public health officials or health care providers that they are suspected of or confirmed to have the disease;
3. Employees have been in close contact (as defined by the CDC or the Emergency Director) with an individual who has been informed by public health officials or health care providers that they have the disease; or
4. Any other circumstances identified by the Emergency Director and/or that, in the Company's discretion, are in the best interest of the safety of our Employees and Passengers.

If an Employee has complied with the Emergency Director's instructions issued under this policy, but must quarantine at CDC direction or Southwest Airlines direction, the Company may continue to pay the Employee for all or a portion of scheduled hours/shifts/trips missed during quarantine and all regular pay during quarantine will be considered eligible compensation for purposes of ProfitSharing and Company 401(k) contributions per the terms of the plan documents. This time missed under required quarantine will not be considered infractions under attendance control policies. Additionally, for those Employees eligible, the time missed during quarantine will count toward the accrual of Paid Time Off. Employees covered by a collective bargaining agreement may have other coverage provided and they should consult with their Leader.

Unless otherwise required by applicable law, Employees who elect self-quarantine and/or isolation outside of the Emergency Director's instruction will not be paid and must work with their Leader and follow department or collective bargaining agreement requirements for shift or trip coverage, requesting Sick Pay, Paid Time Off, or working from home if eligible based on the Employee's specific job. Attendance control policies will apply.

Vaccines

Following guidance from the CDC and state and local health authorities, Southwest Airlines may implement measures related to available vaccines during an infectious disease outbreak or public health emergency. Southwest Airlines reserves the right to mandate vaccines in accordance with applicable laws and regulations. Whether or not vaccines are mandated, Southwest Airlines will provide additional guidance regarding cost-sharing, availability, prioritization, and reporting requirements including any request for proof of vaccination. Time off from work, payroll, and other administrative items related to vaccines will generally be handled under normal policies, department procedures, and provisions under Collective Bargaining Agreements.

Additional Measures

Southwest Airlines may implement additional measures to minimize the spread of disease including activating policies such as [5.8 Headquarters \(HDQ\) and Other Non-Operational Facilities Physical Distancing Guidelines During an Infectious Disease Outbreak](#), [The Southwest Promise](#), and the [Southwest Airlines Face Coverings Policy](#).

Failure to Comply

Employees who are found in violation of this policy including instructions issued by the Emergency Director and/or made available on SWALife or in other communications or notices, will be subject to disciplinary action, up to and including termination of employment.

5.8 Headquarters (HDQ) and Other Non-Operational Facilities Physical Distancing Guidelines During an Infectious Disease Outbreak

Revised: 11/16/2020

Facilities on HDQ campus include HDQ, TOPS, Wings, the LEAD Center, Technical Services, Dallas Technical Operations, Maintenance Training Center, FTC South, the Data Center, the Seelco warehouse, and Seelco miscellaneous facilities. In the event of an infectious disease outbreak and in coordination with the [5.7 Infectious Disease Control Policy](#), Southwest Airlines may implement some or all of the following physical distancing requirements and guidelines to minimize the spread of the disease within the HDQ campus and other non-operational facilities:

1. Maintain at least six feet distance from other individuals at all times, especially when in common-use areas and be mindful of distance when passing through hallways, stairwells, the pedestrian sky bridges, and parking lots.
2. A face covering that covers the mouth and nose and fits snugly against the face must be worn at all times except to be removed briefly to eat, drink, or take medicine. However, you are expected to put your face covering back on as soon as possible. Failure to wear a face covering may result in discipline up to and including termination.
3. Reserve elevator use for those who cannot take the stairs. A minimum of six feet of distance cannot be maintained with more than one individual in any elevator due to the size of the elevator cab interior.
4. Avoid non-essential face-to-face meetings with external visitors or vendors including external workshops, trainings, and gatherings.
5. Employees are encouraged to avoid face-to-face meetings when telephone, online conference, email or instant messaging will suffice. If a face-to-face meeting is unavoidable, minimize the meeting time, use conferencing tools for those who can join remotely, choose a large meeting room, and physically move the seats to maintain at least six feet distance from one another. Meetings should be limited to ten people or less as appropriate for room size. An occasional meeting over ten people may be requested by a member of the Senior Management Committee and maybe approved on an exception basis. Requests for exceptions must be submitted to Facilities.
6. Food service may be limited on campus due to café closures, so Employees are encouraged to plan accordingly.
7. Limited or prohibited access to the campus by visitors not authorized to perform work on campus including family members may be implemented.

Upon activation of this policy, Employees must comply with all applicable Southwest Airlines health and safety guidelines and instructions including requirements, if any, for temperature screenings and the health declaration. Further, Employees are still expected to abide by other Southwest Airlines policies including the Non-Contract Attendance Policy relating to Headquarters and Other Non-Operational Facilities Closures. Finally, when away from campus, Employees are expected to abide by any applicable physical distancing instructions detailed in Centers for Disease Control (CDC), federal, state, or local laws or orders. Southwest Airlines reserves the right to alter or change these physical distancing requirements and guidelines as necessary to minimize the spread of the disease within the HDQ campus and other non-operational facilities.

EXHIBIT 1-H

From: David Roberts <David.Roberts2@wnco.com>
Sent: Tuesday, June 1, 2021 4:36 PM
To: Contract Administration; Executive Officers
Cc: Michelle Jordan; Eddie Berbarie; Monty Sparks
Subject: Employee Quarantine Pay Update
Attachments: Quarantine Pay Employee Comm 06.01.21 Final.pdf

Seth,

Please be advised of the attachment regarding quarantine pay for Employees.

Thanks,

David Roberts
Sr Labor Administration Specialist
Legal – Flight Operations & NOC
Office: 469-603-5163



Employee Communication—June 1

Quarantine Pay Update

Emergency Director Steve Goldberg, SVP Operations & Hospitality

The Infectious Disease Control Policy we put into place last year provided us the ability to pay Employees who had to quarantine and were unable to work due to testing positive for COVID-19 or being in close contact with someone who tested positive.

Now, COVID cases have decreased drastically and vaccinations are widely available. With that, we will be discontinuing this special quarantine pay benefit, effective June 16. The final pay period we will offer quarantine pay is June 1-15.

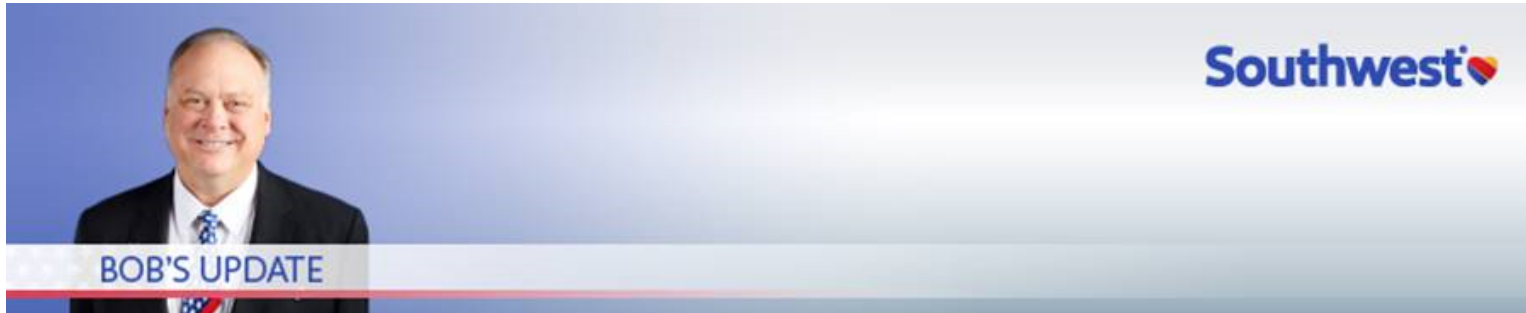
If the area you live and/or work has specific requirements in place related to a mandatory quarantine, we will of course continue to follow all applicable requirements.

We are grateful we were able to provide this benefit while the pandemic surged and affected all of us.

If you would like to review our Infectious Disease Control Policy, it is located in our Guidelines for Employees (GFE), which can be found on SWALife >Resources >Policies >People and is under the Workplace Safety section.

EXHIBIT 1-I

From: FlightOpsComm <FlightOpsComm@wnco.com>
Sent: Thursday, September 2, 2021 6:37 PM
To: Marsha Kinsley
Subject: Bob's Update || 2021.09.02--Quarantine Pay Update



September 2, 2021

Quarantine Pay Update

We have all seen the number of COVID-19 cases continue to rise, due to the highly-contagious Delta variant. As the situation unfolds, we have continued to adapt our response to protect our Employees and our Customers.

Today, we announced a new quarantine pay program for work-related close-contact or work-related COVID-positive events. **The program is effective dating back to June 16, so we will restore the sick time or paid time off used since then if you had to previously quarantine for a Company-related incident. And moving forward, we will pay you for the time you are quarantined due to a Company-related event.**

I am sure you have many questions about this announcement and how the process will work. We are solidifying the details and will share additional information in a Flight Ops Update as it becomes available.

Our Emergency Director Steve Goldberg shared an [update on this topic](#) on SWALife. Right now, we are still strongly encouraging Employees to get vaccinated. And please be mindful of any COVID-related symptoms you are experiencing. For the safety of your fellow Employees and others you interact with, please stay home when you do not feel well.

I know this environment has been challenging for all of us, and I thank you for carefully navigating the unique situations you are faced with every day.

A handwritten signature in black ink, appearing to be "Bob".

EXHIBIT 1-J

Vaccination Participation Pay Program & Quarantine Pay FAQs For September 15

Submitting Your Vaccination Status

- **Who in the Company will have access to my vaccine status?**

Your privacy is important, and we will comply with Southwest's Employee Privacy Commitment in handling Employee responses submitted via WorkPerks.

WorkPerks provides a secure, permanent location to store vaccination information and is also available on mobile devices for easy access. Only those who have a legitimate business reason to know your vaccination status will be made aware of that information. Our core value of putting People first applies to how we treat your personal information. You may review the [Employee Privacy Commitment here](#).

- **Why am I being asked to submit my vaccination status in WorkPerks now?**

Southwest began asking Employees to report their vaccination status back in May to understand our vaccination rate as it relates to protecting our workforce and mitigating risk to our business. All Employees are now being asked to document their vaccination status in WorkPerks not only so we can identify our vaccinated population, but so we can determine who is eligible to participate in the Vaccination Participation Pay Program and updated Quarantine Pay Program.

- **I lost my vaccination record card. How do I document my vaccination status?**

If you lost your vaccination record card, the CDC recommends contacting your vaccination provider directly to access your vaccination record. If you cannot contact your vaccination provider directly, contact your state health department's immunization information system (IIS). [You can find that information on the CDC's website](#). Please note that if you have misplaced your card that you should begin this process right away as state processes and timelines for a replacement may differ.

- **Can anyone else upload vaccine status for me? For example, can we create an EFB form for Pilots to submit and add it to the database on their behalf? (Flight Ops/Inflight)**

No, each Employee is responsible for disclosing and providing documentation for their own vaccination status in the WorkPerks tool.

- **Is Southwest offering paid time off to get the vaccine?**

The Vaccination Participation Pay Program compensates Employees for the time and burden of vaccination. Any other time off needed for getting the vaccine or for any negative reaction to the vaccine will be handled under our normal policies, department time off procedures, and provisions under our collective bargaining agreements.

- **Is there a deadline to upload vaccine information?**

To be eligible for the Vaccination Participation Pay Program, your proof of vaccination must be reported in the WorkPerks tool no later than 11:59 p.m. Herb Time on Monday, November 15, 2021.

After November 15, Employees who do not submit proof of vaccination will not be eligible for quarantine pay and will be required to use PTO or sick banks. You can submit your proof of vaccination in WorkPerks at any time to change your eligibility for the updated Quarantine Pay Program.

Vaccination Participation Pay Program

- **Is the Vaccination Participation Pay Program being implemented now due to President Biden's COVID Action Plan announcement?**

No, the Vaccination Participation Pay Program is being implemented independently of President Biden's COVID-19 Action Plan. We are waiting for additional details and written orders to determine what President Biden's announcement means for Southwest. Another factor in the timing of this program is related to the fact that COVID-19 vaccinations are now FDA approved and widely available.

- **How will Leaders access this information to properly code pay?**

The People Department will manage the process of confirming an Employee has disclosed their vaccination status and properly provided documentation of that vaccination within the deadline to receive Vaccination Participation Pay.

- **I have recently had COVID-19 and have antibodies present. Am I exempt from needing to submit proof of vaccination by November 15 to qualify for the Vaccination Participation Pay Program?**

No, even those who have previously contracted COVID-19 must be fully vaccinated and submit proof of their vaccination status in order to receive the Vaccination Participation Pay.

- **I previously added my vaccine status to Workperks and uploaded my vaccination record card. Am I eligible for the Vaccination Participation Pay Program?**

Yes.

- **I have previously added my vaccine status to WorkPerks but didn't upload my vaccination record card. Do I need to go back and add my card to WorkPerks to be eligible?**

Yes, you will need to log back into WorkPerks and upload a copy of your completed vaccination card. Instructions for how to do this can be found within Workperks.

- **What if I am in between receiving my first and second doses Would I be eligible for the Vaccination Participation Pay Program?**
No, you must receive all rounds of your COVID vaccination (two doses of Pfizer or Moderna or one dose of Johnson & Johnson) no later than November 15, 2021, in order to be eligible.
- **Will New Hires be eligible for the Vaccination Participation Pay Program?**
Yes, New Hires who submit their proof of vaccination by November 15, 2021, will be eligible for the Vaccination Participation Pay Program.
- **Will New Hires be eligible for the Vaccination Participation Pay Program after November 15, 2021?**
No, the deadline for submitting vaccination status and documentation for this particular program is November 15 for all Employees.
- **When will we receive the 16 hours of pay (13 TFP)?**
Our goal is to pay all eligible Employees on their December 20, 2021, paycheck.
- **Who is eligible for the Vaccination Participation Pay Program?**
All active and inactive Employees, as of the anticipated payment date of December 20, 2021, are eligible. Employees who retire, leave the Company, or are terminated before the payment date will not be eligible.
- **Is the 16 hours of pay (13 TFP) for the Vaccination Participation Pay Program paid at base rate?**
Yes.

Quarantine Pay (June 16-November 15)

- **Why are we implementing a Quarantine Pay Program?**
With COVID cases continuing to rise due to the highly contagious Delta variant, we are taking several steps to protect our Employees, Customers, and Company.
- **What is in effect right now?**
This Work-Related Close-Contact and COVID-Positive Quarantine Pay Program is effective June 16, 2021, to make Employees whole on Quarantine Pay. The program restores sick time for Employees previously quarantined (June 16-September 10) due to any close-contact and COVID-positive events, and pays for work-related, close-contact quarantine and all COVID-positive isolation events (September 11-November 15). At that time, our updated Quarantine Pay guidelines will go into effect and we will require Employees to be vaccinated in order to be eligible.
- **What is the length of pay for each occurrence?**
We will pay for up to 10 calendar days of quarantine time following a work-related, close-contact or COVID-positive event. Employees will need to use their PTO or sick bank if they must isolate for a longer period of time.

- **What if I have to quarantine more than once—is there a limit on how many times Employees will be paid?**
There is not a limit on how many times an Employee may be paid for Company-related cases.
- **Can I receive cash instead of my sick bank or PTO time being restored?**
No, we are not able to provide cash in place of the sick bank or PTO time.
- **I took unpaid time off for my quarantine period last month. How will I be compensated?**
For past cases (June 16-September 10), we will give you the appropriate amount of sick time or PTO time to cover the time off you took off from work.
- **I told my Leader that I had to quarantine but my Leader didn't report it to the Safety & Security Department. How will they be able to verify that I should have my sick time or PTO restored?**
If it is not reported in the system, please work with your Leader, who will need to report it in Quickbase in order for you to receive your sick time or PTO.
- **If I had a past work-related, close-contact or COVID-positive event, when can I expect to receive my sick time or PTO**
Your sick time or PTO will be refunded in a timely manner.

Quarantine Pay (Starting November 16)

- **After November 15, does my vaccination record card have to be uploaded to WorkPerks in order to qualify for the work-related, close-contact and COVID-positive Quarantine Pay?**
Yes, you must provide documentation of your vaccination status in WorkPerks in order to be eligible. Beginning November 15, unvaccinated Employees are not eligible for Quarantine Pay. Per current CDC guidance, vaccinated Employees are not required to quarantine unless they become symptomatic or test positive. The Scenario Guide instructs when quarantine is required.
- **I have recently had COVID-19 and have antibodies present. Am I exempt from needing to submit proof of vaccination to qualify for the work-related, close-contact and COVID-positive Quarantine Pay Program after November 15?**
No, even those who have previously contracted COVID-19 must be fully vaccinated and upload their vaccination record card in the WorkPerks tool in order to be eligible for work-related, close-contact and COVID-positive Quarantine Pay.

- **I have previously added my vaccine status to WorkPerks but didn't upload my vaccination record card. Do I need to go back and add my card to WorkPerks to be eligible?**

Yes.

- **What if I am in between receiving my first and second doses? Would I be eligible for the special Quarantine Pay?**

No, you must receive all rounds of your COVID vaccination (two doses of Pfizer or Moderna or one dose of Johnson & Johnson) in order to be eligible.

- **What if I get the vaccine and it causes symptoms. Would I receive Quarantine Pay?**

Quarantine Pay only applies to Company-related COVID-19 close contact, exposure, or positive cases assessed and confirmed by the Safety & Security Department. The Vaccination Participation Pay Program compensates Employees for the time and burden of vaccination.

- **What if I have to quarantine more than once—is there a limit on how many times Employees will be paid?**

There is not a limit on how many times an Employee may be paid for Company-related cases.

- **Who does this apply to? If I am a Noncontract Employee, do I have to get vaccinated to receive the special Quarantine Pay?**

This applies to all Southwest Airlines Employees, both Contract and Noncontract. You must become fully vaccinated, disclose that status, and provide documentation in order to receive both the Vaccination Participation Pay and after November 15, to be eligible for the work-related, close-contact and COVID-positive Quarantine Pay.

- **Will Employees who complete the vaccination requirements after November 15, 2021, be eligible for Quarantine Pay, as long as proof of vaccination is submitted prior to quarantine request?**

Yes, all Employees and New Hires are eligible for long-term quarantine pay as long as proof of vaccination is submitted prior to the quarantine period.

- **What about Employees who quarantine, are paid for the 10 days, and then need to go on medical leave?**

Quarantine pay is limited to 10 days. After that 10-day period, pay will be based on sick time, PTO, and/or short-term disability

- **If a work-related, close-contact instance then turns into a COVID-positive case, is this one period of a 10-day quarantine or two? If it is two instances, does the initial 10-day quarantine feed into the following based on when the COVID-positive case was determined?**

The quarantine time would depend on when the close-contact became a COVID-positive case. For example, if an Employee had a close contact and was quarantining for 4 days, and became COVID positive on the 5th day, they would get paid for the 4 days and the 10 days of quarantine time while COVID-positive (for a total of 14 days).

Vaccination Participation and Quarantine Pay FAQ

Updated September 23, 2021

Contents

Submitting Your Vaccination Status.....	1
Vaccination Participation Pay Program	2
Quarantine Pay (June 16-November 15).....	4
Quarantine Pay (Starting November 16).....	5

Submitting Your Vaccination Status

- **Who in the Company will have access to my vaccine status?**

Your privacy is important, and we will comply with Southwest's Employee Privacy Commitment in handling Employee responses submitted via WorkPerks.

WorkPerks provides a secure, permanent location to store vaccination information and is also available on mobile devices for easy access. Only those who have a legitimate business reason to know your vaccination status will be made aware of that information. Our core value of putting People first applies to how we treat your personal information. You may review the [Employee Privacy Commitment here](#).

- **Why am I being asked to submit my vaccination status in WorkPerks now?**

Southwest began asking Employees to report their vaccination status back in May to understand our vaccination rate as it relates to protecting our workforce and mitigating risk to our business. All Employees are now being asked to document their vaccination status in WorkPerks not only so we can identify our vaccinated population, but so we can determine who is eligible to participate in the Vaccination Participation Pay Program and updated Quarantine Pay Program.

- **I lost my vaccination card. How do I document my vaccination status?**

If you lost your vaccination card, the CDC recommends contacting your vaccination provider directly to access your vaccination record. If you cannot contact your vaccination provider directly, contact your state health department's immunization information system (IIS). [You can find that information on the CDC's website](#). Please note that if you have misplaced your card that you should begin this process right away as state processes and timelines for replacement may differ.

Vaccination Participation and Quarantine Pay FAQ

Updated September 23, 2021

- **Can anyone else upload vaccine status for me? For example, can we create an EFB form for Pilots to submit and add it to the database on their behalf? (Flight Ops/Inflight)**

No, each Employee is responsible for disclosing and providing documentation for their own vaccination status in the WorkPerks tool.

- **Is there a deadline to upload vaccine information?**

To be eligible for the Vaccination Participation Pay Program, your proof of vaccination must be reported in the WorkPerks tool no later than 11:59 p.m. Herb Time on Monday, November 15, 2021.

After November 15, Employees who do not submit proof of vaccination will not be eligible for quarantine pay and will be required to use PTO or sick banks. You can submit your proof of vaccination in WorkPerks at any time to change your eligibility for the updated Quarantine Pay Program.

- **I previously added my vaccine status to Workperks and uploaded my vaccination card. Is there anything else I need to do to receive the Vaccination Participation Pay?**

No. If you have already added your status and uploaded your vaccination card, you are all set and will receive the Vaccination Participation Pay on your December 20, 2021 paycheck.

- **I have previously added my vaccine status to WorkPerks but didn't upload my vaccination card. Do I need to go back and add my card to WorkPerks to be eligible?**

Yes, you will need to log back into WorkPerks and upload a copy of your completed vaccination card. Instructions for how to do this can be found within Workperks.

Vaccination Participation Pay Program

- **Is the vaccination participation pay program being implemented now due to President Biden's COVID Action Plan announcement?**

No, the Vaccination Participation Pay Program is being implemented independently of President Biden's COVID-19 Action Plan. We are waiting for additional details and written orders to determine what President Biden's announcement means for Southwest. Another factor in the timing of this program is related to the fact that COVID-19 vaccinations are now FDA approved and widely available.

Vaccination Participation and Quarantine Pay FAQ

Updated September 23, 2021

- **Is Southwest going to offer paid time off to get the vaccine?**

The Vaccination Participation Pay Program compensates Employees for the time and burden of vaccination. Any other time off needed for getting the vaccine or for any negative reaction to the vaccine will be handled under our normal policies, department time off procedures, and provisions under our collective bargaining agreements.

- **How will Leaders be able to access this information to properly code pay?**

The People department will manage the process of confirming an Employee has disclosed their vaccination status and properly provided documentation of that vaccination within the deadline to receive vaccination participation pay.

- **I have recently had COVID-19 and have antibodies present. Am I exempt from needing to submit proof of vaccination by November 15 to qualify for the Vaccination Participation Pay Program?**

No, even those who have previously contracted COVID-19 must be fully vaccinated and submit proof of their vaccination status in order to receive the Vaccination Participation Pay.

- **What if I am in between receiving my first and second shot? Would I be eligible for the Vaccination Participation Pay Program?**

No, you must receive all rounds of your COVID vaccination (two doses of Pfizer or Moderna or one dose of Johnson & Johnson) no later than November 15, 2021 in order to be eligible.

- **Will New Hires be eligible for the Vaccination Participation Pay Program?**

Yes, New Hires who submit their proof of vaccination by November 15, 2021 will be eligible for the Vaccination Participation Pay Program.

- **Will New Hires be eligible for the Vaccination Participation Pay Program after November 15, 2021?**

No, the deadline for submitting vaccination status and documentation for this particular program is November 15 for all Employees.

- **When will we receive the 16 hours of pay (13 TFP)?**

Our goal is to pay all eligible Employees on their December 20, 2021 paycheck.

Vaccination Participation and Quarantine Pay FAQ

Updated September 23, 2021

- **Who is eligible for the Vaccination Participation Pay Program?**

All active and inactive Employees, as of the anticipated payment date of December 20, 2021, are eligible. Employees who retire, leave the Company, or are terminated before the payment date will not be eligible.

- **Is the 16 hours of pay (13 TFP) for the vaccination participation program paid at base rate?**

Yes.

- **I recently had COVID and my doctor recommended I wait 90 days until I get the COVID vaccine. What can I do, since I won't make the November 15 deadline?**

If your doctor has provided a medical reason you need to wait to receive the vaccine, please contact the Accommodations Team to request an accommodation to the Vaccination Participation Pay Program.

Quarantine Pay (June 16-November 15)

- **Why are we implementing a Quarantine Pay Program?**

With COVID cases continuing to rise due to the highly contagious Delta variant, we are taking several steps to protect our Employees, Customers, and Company.

- **What is in effect right now?**

This Work-Related Close-Contact and COVID-Positive Quarantine Pay Program is effective June 16, 2021 to make Employees whole on quarantine pay. The program restores sick time for Employees previously quarantined (June 16-September 10) due to any close-contact and COVID-positive events, and pays for work-related close contact quarantine and all COVID-positive isolation events (September 11 until November 15). At that time, our updated Quarantine Pay guidelines will go into effect and we will require Employees to be vaccinated in order to be eligible.

- **What is the length of pay for each occurrence?**

We will pay for up to 10 calendar days of quarantine time following a work-related close contact or COVID positive event. Employees will need to use their PTO or sick bank if they must isolate for a longer period of time.

- **What if I have to quarantine more than once—is there a limit on how many times Employees will be paid?**

There is not a limit on how many times an Employee may be paid for Company-related cases.

Vaccination Participation and Quarantine Pay FAQ

Updated September 23, 2021

- **Can I receive cash instead of my sick bank or PTO time being restored?**

No, we are not able to provide cash in place of the sick bank or PTO time.

- **I took unpaid time off for my quarantine period last month. How will I be compensated?**

For past cases (June 16-September 10), we will give you the appropriate amount of sick or PTO time to cover the time off you took off from work.

- **I told my Leader that I had to quarantine but my Leader didn't report it to Safety and Security. How will they be able to verify that I should have my sick time or PTO restored?**

If it is not reported in the system, please work with your Leader, who will need to report it in Quickbase in order for you to receive your sick time or PTO.

- **If I had a past close contact/COVID-positive event, when can I expect to receive my sick pay/PTO time?**

Your sick or PTO time will be refunded in a timely manner.

Quarantine Pay (Starting November 16)

- **After November 15, does my vaccine card have to be uploaded to WorkPerks in order to qualify for the Work Related Close-Contact and COVID-Positive Quarantine Pay?**

Yes, you must provide documentation of your vaccination status in WorkPerks in order to be eligible. Beginning November 15 unvaccinated Employees are not eligible for Quarantine Pay. Per current CDC guidance vaccinated Employees are not required to quarantine unless they become symptomatic or test positive. The Scenario Guide instructs when quarantine is required.

- **I have recently had COVID-19 and have antibodies present. Am I exempt from needing to submit proof of vaccination to qualify for the Work Related Close-Contact and COVID-Positive Quarantine Pay Program after November 15?**

No, even those who have previously contracted COVID-19 must be fully vaccinated and upload their vaccination record card in the WorkPerks tool in order to be eligible for Work Related Close-Contact and COVID-positive pay.

Vaccination Participation and Quarantine Pay FAQ

Updated September 23, 2021

- **I have previously added my vaccine status to WorkPerks but didn't upload my vaccination card. Do I need to go back and add my card to WorkPerks to be eligible? Yes.**

- **What if I am in between receiving my first and second shot? Would I be eligible for the special Quarantine Pay?**

No, you must receive all rounds of your COVID vaccination (two doses of Pfizer or Moderna or one dose of Johnson & Johnson) in order to be eligible.

- **What if I get the vaccine and it causes symptoms. Would I receive Quarantine Pay?**

Quarantine Pay only applies to Company-related COVID-19 close contact, exposure, or positive cases assessed and confirmed by the Safety and Security Department. The Vaccination Participation Pay Program compensates Employees for the time and burden of vaccination.

- **What if I have to quarantine more than once—is there a limit on how many times Employees will be paid?**

There is not a limit on how many times an Employee may be paid for Company-related cases.

- **Who does this apply to? If I am a noncontract Employee, do I have to get vaccinated to receive the special Quarantine Pay?**

This applies to all Southwest Airlines Employees, both Contract and Noncontract. You must become fully vaccinated, disclose that status, and provide documentation in order to receive both the Vaccination Participation Pay and after November 15, to be eligible for the Work Related Close-Contact and COVID-Positive Quarantine Pay.

- **Will Employees who complete the vaccination requirements after November 15, 2021 be eligible for Quarantine Pay, as long as proof of vaccination is submitted prior to quarantine request?**

Yes, all Employees and New Hires are eligible for long term quarantine pay as long as proof of vaccination is submitted prior to the quarantine period.

- **What about Employees who quarantine, are paid for the 10 days, and then need to go on medical leave?**

Quarantine pay is limited to 10 days. After that 10-day period, pay will be based on sick time, PTO, and/or short-term disability

Vaccination Participation and Quarantine Pay FAQ

Updated September 23, 2021

- **If a work-related close contact instance then turns into a COVID positive case, is this one period of a 10 day quarantine or two? If it is two instances, does the initial 10 day quarantine feed into the following based on when the COVID+ case was determined?**

The quarantine time would depend on when the close contact became a COVID positive case. For example, if an Employee had a close contact and was quarantining for 4 days, and became COVID positive on the 5th day, they would get paid for the 4 days and the 10 days of quarantine time while COVID-positive (for a total of 14 days).

EXHIBIT 1-K

Important Update on the Vaccination Requirement for Employees of Federal Contractors



Gary Kelly
Chairman & Chief Executive Officer

Published 10/4/2021



Hi, everyone. Well, things moved very quickly after I filmed my video for you on vaccines last week—so quickly that I’m already back with an update for you today on the vaccination requirement for federal contractors.

In my last update, I shared that we were waiting to learn more about President Biden’s COVID Action Plan. And our Legal and Regulatory Teams have been working to understand the requirements of the federal directives that have been released to date and their impact to Southwest and our Employees. And late last week, the White House reached out to me, along with other airlines, to discuss imminent mandates to our

D. App. 289

Southwest Airlines is a federal contractor and we have no viable choice but to comply with the U.S. government mandate for Employees to be vaccinated, and—like other airlines—we’re taking steps to comply.

And, this means that all Southwest Employees must become fully vaccinated and disclose and submit documentation of their vaccination status. There are provisions for medical or religious accommodations, but they are very limited. And more details and related policies will be shared on SWALife today. To continue supporting you with becoming fully vaccinated, we are extending our Vaccination Participation Pay Program to November 24 at noon Central Time to reward all vaccinated Employees with 16 hours of extra pay or 13 Trips For Pay for Pilots and Flight Attendants. As long as you share your vaccination status and upload your Vaccination Record Card in WorkPerks **before November 24 at noon Central Time**, you’ll receive the extra pay in your December 20, 2021 paycheck.

Well, I’ve heard from a number of Employees on this topic, with very strong views both for and against vaccine mandates. There is a great deal of information on the topic, along with a great deal of misinformation. But regardless, I want to reiterate I am very respectful of all views. And like you, I have my own, but it was never my desire to impose my will on our People—persuade, yes. But impose, no. And the government enacts laws, issues regulations, and imposes contract terms. And we have no choice but to comply with all, and we will.

This pandemic has wreaked havoc on our world, and our country, our families, and our Company. At Southwest, we are all in this together to fight this war, and the war is on the Coronavirus. Defeating it is, without any doubt, for the greater good of all of us.

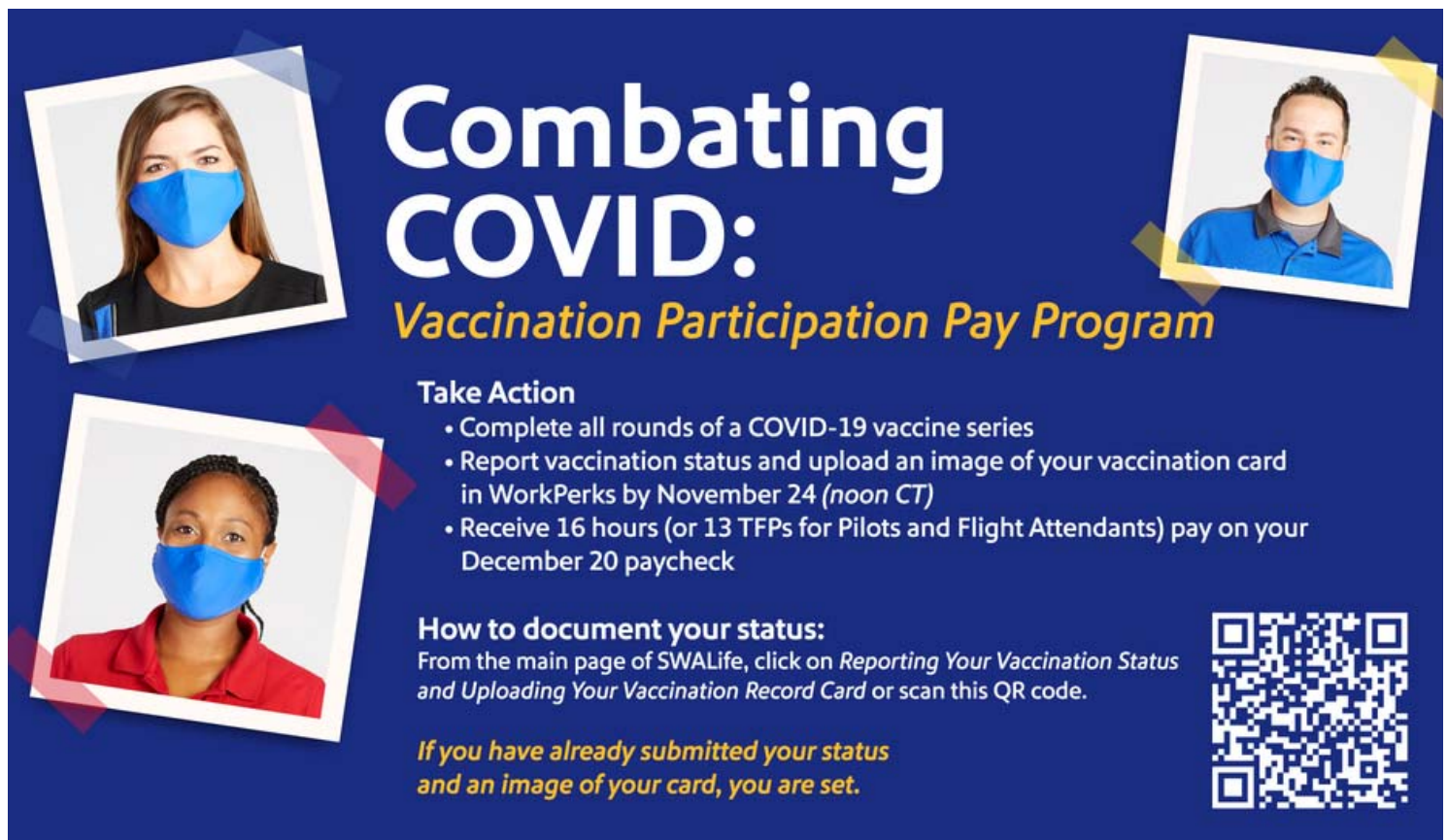
And I’m not here to change anyone’s mind about the vaccine. My appeal today is simply to work together to implement this government mandate for federal contractors, and to respect one another and be tolerant of opposing points of view, and to keep our laser-focus on serving our Customers. And serving them is the reason that we exist and they provide our salaries, and our benefits, and our retirement—and in a word, it’s our livelihood.

And, I am sorry that this pandemic continues to assault us in so many ways. You all do such a marvelous job, and I am so admiring of each and every one of you. And I care for each of you like family, and I only want the very best for you as a member of the Southwest Family, and especially when it comes to Safety, health, and job security. So

Most of all, I have hope that we will move through this and close out 2021 with our Southwest Family in good health, with a more stable operation, and with the excitement for the potential of a return to prosperity in 2022. So again, thank you for always doing your part to support each other and our Customers—I appreciate you all.

How to Update Your Vaccination Status

To upload your documentation in the WorkPerks Tool, and find links to other important resources, use Chrome or Edge as your internet browser and [follow the directions on SWALife](#).



Combating COVID:


Vaccination Participation Pay Program

Take Action

- Complete all rounds of a COVID-19 vaccine series
- Report vaccination status and upload an image of your vaccination card in WorkPerks by November 24 (noon CT)
- Receive 16 hours (or 13 TFPs for Pilots and Flight Attendants) pay on your December 20 paycheck

How to document your status:
From the main page of SWALife, click on *Reporting Your Vaccination Status and Uploading Your Vaccination Record Card* or scan this QR code.

If you have already submitted your status and an image of your card, you are set.



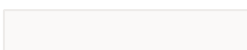
More Company News

[See all](#)



Healthcare Summit & Help for You to Focus on Quality Care

Julie Weber 6 hours ago



Celebrating National Customer Service Week

D. App. 291



Julie Boston McGrath 9 hours ago



Southwest Challenge Update & Q4 Day-to-Day Recognition Goal

EmployeeNews 2 days ago



Federal Contractor Vaccination Requirement for All Employees

Steve Goldberg 3 days ago



Important Update on the Vaccination Requirement for Employees of Federal Contractors

Gary Kelly 3 days ago



October Wellbeing Webinars: Physical, Mental, & Financial Health

Terri Johnson 3 days ago

EXHIBIT 1-L

COVID-19 Vaccine Policy

Effective: 10/04/2021

Purpose

To comply with Executive Order 14042, which requires Employees of federal contractors to be fully vaccinated against COVID-19.

Scope

All Employees must become fully vaccinated against COVID-19 and submit documentation of their vaccination status. An individual is fully vaccinated against COVID-19 two weeks after receiving the second dose in a two-dose series, or two weeks after receiving a single-dose vaccine.

Procedure

All Employees must upload proof of vaccination into Southwest Airline's WorkPerks system by 12:00 noon CST on November 24, 2021. Only COVID-19 vaccines currently approved or authorized for emergency use by the U.S. Food and Drug Administration (Pfizer-BioNTech, Moderna, and Johnson & Johnson/Janssen COVID-19 vaccines) or COVID-19 vaccines that have been listed for emergency use by the World Health Organization (e.g., AstraZeneca/Oxford) will be accepted under this policy. In order to comply with the deadline for vaccination in this policy, Employees must receive the first dose of Moderna's two-dose series on or before October 27, 2021, or the first dose of Pfizer's two-dose series on or before November 3, 2021, and must receive a single-dose vaccine or second dose in a two-dose series before 12:00 noon CST on November 24, 2021.

Reasonable Accommodations

Exemptions from this vaccination requirement are allowed in very limited circumstances and will only be granted as required by applicable law. Employees with a disability, medical condition, or sincerely held religious belief that prohibits vaccination against COVID-19 may request an accommodation by contacting the Southwest Airlines' Accommodations Team through the Employee Service Center by phone at (877) 792-4792 or by email at Accommodations.Team@wnco.com.

Failure to comply with this policy will result in termination of employment.

EXHIBIT 1-M

FAQs: Vaccination Requirement for Federal Contractors, Vaccination Participation, and Quarantine Pay Programs

Requirement Details

What is the vaccination requirement from the federal government that is applicable to federal contractors?

On September 9, 2021, President Biden announced his Path Out of the Pandemic: COVID-19 Action Plan. One of the main goals of this plan is to get more people vaccinated. As part of the plan, the President signed Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors. Those safety protocols include requiring COVID-19 vaccination of federal contractor employees, except in limited circumstances where an employee is legally entitled to an accommodation.

Is Southwest a “federal contractor” and what does that mean?

Yes, Southwest Airlines is a federal contractor. We have multiple formal contracts with the military and government agencies we work with and, those contracts combined, make the U.S. Government Southwest Airlines’ single, largest Customer. Our federal contracts support our country and include the Department of Defense’s Civil Reserve Air Fleet (CRAF), which supports our military during emergencies by providing additional airlift to supplement available military aircraft. Southwest’s largest contract is the General Service Administration’s City Pair program, through which Southwest transports Military and Government travelers all over our network. We are also proud to support the U.S. Postal Service by carrying mail onboard our aircraft. The operating revenue we received from federal contracts, pre-pandemic, was hundreds of millions per year with operating revenues still well below 2019 levels. This revenue is even more crucial to our recovery, and the viability of our business, as we move forward.

How will the government incorporate its vaccine requirements into our federal contracts?

The government has issued directives stating that its contracting officers must insert clauses into our federal contracts requiring Southwest Employees to be fully vaccinated. The clauses also require Southwest to direct our subcontractors to have their employees become fully vaccinated. The process to insert these clauses into our contracts is happening now. The government has informed us that the expectation per the new contractual language will be that all Southwest Employees will be fully vaccinated by December 8, 2021.

How does the upcoming OSHA rule differ from Executive Order 14042?

As part of his COVID Action Plan, President Biden announced that the Occupational Health and Safety Administration (OSHA) was developing a rule requiring employers with 100 or more employees to ensure employees are vaccinated or submit a negative COVID test at least weekly. The details of this rule have not yet been issued, but we expect that it will apply to Southwest. While the OSHA rule will likely provide more flexibility by allowing employees to test weekly instead of vaccination, Executive Order 14042, which applies to federal contractors such as Southwest, does not allow for testing as an alternative to vaccination, and we have no choice but to adhere to the measures in the Executive Order.

Why does this requirement apply to Southwest Employees?

Because Southwest is a federal contractor, we must comply with the government federal contractor mandate for Employees to be vaccinated in order to continue to do business with the government.

When do Employees need to be vaccinated?

All Employees must complete their vaccination series and upload proof of vaccination into Southwest's WorkPerks system by 12:00 noon Central on November 24, 2021 in order to be compliant with the federal requirement to be fully vaccinated by December 8, 2021. Only COVID-19 vaccines currently approved or authorized for emergency use by the U.S. Food and Drug Administration (Pfizer-BioNTech, Moderna, and Johnson & Johnson/Janssen COVID-19 vaccines) or COVID-19 vaccines that have been listed for emergency use by the World Health Organization (e.g., AstraZeneca/Oxford) will be accepted under this policy.

If I haven't had either shot yet, by when do I need to be vaccinated?

To comply with the deadline for vaccination in this policy, Employees must receive the first dose of a two-dose series on or before **October 27, 2021 (Moderna) or November 3 (Pfizer)** and must receive a single-dose vaccine or second dose in a two-dose series before noon on **November 24, 2021**.

Employee Action Required to Meet the Federal Directive for COVID-19 Vaccinations



Deadline (no later than)	Employee Action
Wednesday, October 27	First dose of Moderna two-dose series
Wednesday, November 3	First dose of Pfizer two-dose series
Wednesday, November 24	Second dose of two-dose series or single-dose vaccine
Wednesday, November 24 (noon CT)	Upload Proof of Vaccination in WorkPerks

What happens if I don't get vaccinated?

Employees who fail to upload proof by November 24, 2021 that they have completed their series of vaccinations or who have not submitted an accommodation request by that time will be scheduled for a fact-finding meeting or the applicable procedure if covered under a CBA. For non-contract Employees, your Leader and/or HRBP will schedule a meeting with you. Failure to comply with the COVID-19 Vaccine Policy will result in termination of employment. Of course, this is not our preference, and it is our hope that all Employees are able to meet the requirement and upload proof of vaccination or receive an approved accommodation by the November 24 deadline.

What does it mean to be fully vaccinated?

An individual is fully vaccinated against COVID-19 two weeks after receiving the second dose in a two-dose series, or two weeks after receiving a single-dose vaccine.

Does the requirement apply to all Employees?

All active Employees as of October 4, 2021 must complete their series of vaccinations against COVID-19 and submit documentation of their vaccination status by noon Central on November 24, 2021. If an Employee is inactive on October 4, 2021, but returns to work before November 24, 2021, the Employee must upload proof of vaccination status by the November 24 deadline. For Employees on a leave of absence prior to October 4, 2021 who do not return to work before November 24, 2021, being fully vaccinated is required and they must upload proof of being fully vaccinated prior to returning to work. The process for non-compliance will begin on the Employee's scheduled date of return. Employees who seek a leave of absence starting on or

after October 4, 2021 must complete their series of vaccinations against COVID-19 and submit documentation of their vaccination status by noon Central on November 24, 2021.

ExTO is considered active status and all Employees on ExTO must upload proof of vaccination into WorkPerks by noon Central on November 24, 2021.

What if I am working remotely from my residence, does the requirement still apply?

Yes. An Employee working remotely from a non-Southwest location is still required to be fully vaccinated under the federal directive and Company COVID-19 Vaccine Policy.

Is Southwest going to offer paid time off to get the vaccine?

The Vaccination Participation Pay Program (see below) compensates Employees for the time and burden of vaccination. Any other time off needed for getting the vaccine or for any negative reaction to the vaccine will be handled under our normal policies, department time off procedures, and provisions under our collective bargaining agreements.

How does this requirement affect New Hires?

Southwest will not extend an official offer until we receive satisfactory proof of vaccination, and candidates will be required to upload documentation that they are fully vaccinated against COVID-19 during the hiring process and again within three days after beginning employment, if hired.

Reporting Vaccination Status

How do I report my vaccination status?

To report your vaccination status and upload your COVID-19 Vaccination Record Card (CDC form), log into [WorkPerks](#) and follow the directions. For questions about other acceptable documentation to prove vaccination status, please contact the Employee Service Center. An attestation of vaccination by an Employee will not be accepted.

What is WorkPerks?

WorkPerks provides a secure, permanent location to store vaccination information and is also available on mobile devices for easy access.

Who in the Company will have access to my vaccine status?

Your privacy is important, and we will comply with Southwest's Employee Privacy Commitment in handling Employee responses submitted via WorkPerks. Our core value of putting People first applies to how we treat your personal information. You may review the [Employee Privacy Commitment here](#).

I reported my status previously but didn't upload my card. Do I have to go back and upload my card?

Yes, uploading a valid COVID-19 Vaccination Record Card is required.

I previously added my vaccine status to WorkPerks and uploaded my vaccination card. Is there anything else I need to do?

No. If you have already added your status and uploaded your vaccination card, you are all set. And because you complied with the requirement, you will receive the Vaccination Participation Pay on your December 20, 2021 paycheck.

Can I check to be sure my vaccination card is uploaded correctly in WorkPerks?

Once your transaction is complete, you will not receive a confirmation. However, you can review your upload at any time.

I lost my vaccination record card. How do I document my vaccination status?

If you lost your vaccination record card, the CDC recommends contacting your vaccination provider directly to access your vaccination record. If you cannot contact your vaccination provider directly, contact your state health department's immunization information system (IIS). You can find that information on the CDC's website. Please note, if you have misplaced your card, you should begin this process immediately, as processes and timelines for a replacement card may differ.

Can someone else upload my vaccination status for me?

No, each Employee is responsible for disclosing and providing documentation for their own vaccination status in the WorkPerks tool.

How will Southwest know if a vaccination card is valid?

When an Employee uploads their vaccination card, they must attest that the card is valid. We will then audit the uploaded cards. If an invalid vaccine card is detected, Employees may receive discipline, up to and including termination.

Accommodations

Can I get an accommodation?

Employees who have a medical condition, disability, or sincerely held religious belief, practice, or observance that prohibits them from being vaccinated against COVID-19 may request an accommodation from the vaccination requirement. You will be required to provide detailed information to support your accommodation request, and our Accommodations Team will evaluate each accommodation requested.

- All accommodation requests should be submitted as soon as possible, preferably on or before October 15, 2021, but no later than noon Central on November 24, 2021, to allow time for processing and collection of any supporting documentation that might be needed.

How do I request a religious or medical accommodation from the vaccine?

Employees with a disability, medical condition, or sincerely held religious belief that prohibits vaccination against COVID-19 may request an accommodation by completing either the [Medical Accommodation Form](#) or the [Religious Accommodation Form](#) on the Employee Services Portal. Please see the [COVID-19 Vaccination Policy](#) and related [FAQ](#) document for additional details regarding accommodations. For specific questions regarding the workplace accommodations process or the vaccination policy, contact Southwest Airlines Accommodations Team by email at Accommodations.Team@wnco.com. The Employee Service Center Team Members are available by chat via the Employee Service Portal or by phone at (877) 792-4792 should you require additional support.

I recently had COVID and my doctor recommended I wait to get the COVID vaccine. What can I do since I won't make the November 24 deadline?

If your doctor has provided a medical reason you need to wait to receive the vaccine, please apply for a medical accommodation by completing the [Medical Accommodation Form](#). For specific questions regarding the workplace accommodations process or the vaccination policy, contact Southwest Airlines Accommodations Team by email at

Accommodations.Team@wnco.com. The Employee Service Center Team Members are available by chat via the Employee Service Portal or by phone at (877) 792-4792 should you require additional support.

Can I be tested rather than get vaccinated?

No. The Executive Order does not allow for testing in lieu of full vaccination. Employees with a disability, medical condition, or sincerely held religious belief that prohibits vaccination against COVID-19 may request an accommodation by completing either the Medical Accommodation Form or the Religious Accommodation Form on the Employee Services Portal. Please see the **COVID-19 Vaccination Policy** for additional details regarding accommodations. For specific questions regarding the workplace accommodations process or the vaccination policy, contact Southwest Airlines Accommodations Team by email at Accommodations.Team@wnco.com. The Employee Service Center Team Members are available by chat via the Employee Service Portal or by phone at (877) 792-4792 should you require additional support.

How long does it take to find out if my accommodation request is approved?

Because each accommodation request requires a case-by-case analysis, we cannot provide an exact estimate. The Accommodations Team may also require additional information from you or your medical provider after you submit an accommodation request. Accommodation requests must be submitted in a timely manner, preferably on or before October 15, 2021, but no later than noon Central on November 24, 2021.

What happens if I have not completed my vaccination series or haven't submitted an accommodation request by noon Central on November 24?

For contract Employees, you will be scheduled for a fact-finding meeting or the applicable procedure under your CBA. For non-contract Employees, your Leader and/or HRBP will schedule a meeting with you. Failure to comply with the COVID-19 Vaccine Policy will result in termination of employment.

If my accommodation is approved, what happens next?

The Accommodations Team will work with you on the specific accommodation granted and next steps.

I have recently had COVID-19 and have antibodies present. Am I exempt from the vaccination requirement?

No, vaccination is still required. The federal rules do not permit us to use an antibody test as an alternative means of compliance.

Contractors/Vendors

How do I know which Contractors are included in this requirement?

The requirements apply to Contractors of Southwest, except for subcontracts that are solely for the provision of products. Additional guidance will be provided to Southwest Leaders who oversee the work of Contractors. Southwest will work with its subcontractors to ensure the requirements are incorporated into the subcontracts and that subcontractors cause their employees to follow this guidance.

If I oversee Contractors, what is my obligation to ensure they are aware of and comply with the directive?

Additional guidance will be provided to Southwest Leaders who oversee the work of Contractors. Southwest Leaders will work with the employers of our Contractors to ensure they are aware of and cause their employees to comply with the vaccination requirements.

Vaccine Participation Pay Program

What is the deadline to report vaccination status in order to receive the incentive?

We are extending our deadline to report vaccination status to align with the deadline for all Employees to be vaccinated. You have until noon Central on November 24, 2021 to report your status and upload your vaccination card in order to receive the incentive of 16 hours of pay (or 13 TFPs for Pilots and Flight Attendants). Payment will still occur on the December 20, 2021 paychecks.

Who is eligible for the Vaccination Participation Pay Program?

All active and inactive Employees who report their status and upload their vaccination card by noon Central on November 24, 2021 are eligible. Employees who retire, leave the Company, or are terminated before the payment date of December 20, 2021 are not eligible.

What if I am in between receiving my first and second shot? Would I be eligible for the Vaccination Participation Pay Program?

No, you must receive all rounds of your COVID vaccination (two doses of Pfizer or Moderna or one dose of Johnson & Johnson) no later than noon Central time on November 24, 2021 in order to be eligible.

Will New Hires be eligible for the Vaccination Participation Pay Program?

Yes, New Hires who submit their proof of vaccination by noon Central on November 24, 2021 will be eligible for the Vaccination Participation Pay Program incentive.

When will we receive the 16 hours of pay (or 13 TFP)?

Payment will occur on December 20, 2021 paychecks for all eligible Employees.

Is the 16 hours of pay (13 TFP) for the vaccination participation program paid at base rate?

Yes.

How will Leaders be able to access this information to properly code pay?

The People department will manage the process of confirming an Employee has disclosed their vaccination status and properly provided documentation of that vaccination within the deadline to receive vaccination participation pay.

Quarantine Pay

Quarantine Pay (June 16-November 24)

What is in effect right now?

This Work-Related Close-Contact and COVID-Positive Quarantine Pay Program is effective June 16, 2021 to make Employees whole on quarantine pay. The program restores sick time for Employees previously quarantined (June 16-September 10) due to any close-contact and COVID-positive events, and pays for work-related close contact quarantine and all COVID-positive isolation events (September 11 until November 24). At that time, our updated

Quarantine Pay guidelines will go into effect and we will require Employees to be vaccinated in order to be eligible.

What is the length of pay for each occurrence?

We will pay for up to 10 calendar days of quarantine time following a work-related close contact or COVID positive event. Employees will need to use their PTO or sick bank if they must isolate for a longer period of time.

What if I have to quarantine more than once—is there a limit on how many times Employees will be paid?

There is not a limit on how many times an Employee may be paid for Company-related cases.

Can I receive cash instead of my sick bank or PTO time being restored?

No, we are not able to provide cash in place of the sick bank or PTO time.

I took unpaid time off for my quarantine period last month. How will I be compensated?

For past cases (June 16-September 10), we will give you the appropriate amount of sick or PTO time to cover the time off you took off from work.

I told my Leader that I had to quarantine but my Leader didn't report it to Safety and Security. How will they be able to verify that I should have my sick time or PTO restored?

If it is not reported in the system, please work with your Leader, who will need to report it in Quickbase in order for you to receive your sick time or PTO.

If I had a past close contact/COVID-positive event, when can I expect to receive my sick pay/PTO time?

Your sick or PTO time will be refunded in a timely manner.

Quarantine Pay (Starting November 25)

After November 24, does my vaccination card have to be uploaded to WorkPerks in order to qualify for the Work Related Close-Contact and COVID-Positive Quarantine Pay?

Yes, you must provide documentation of your vaccination status in WorkPerks in order to be eligible. Beginning November 25 unvaccinated Employees are not eligible for Quarantine Pay. Per current CDC guidance vaccinated Employees are not required to quarantine unless they become symptomatic or test positive. The Scenario Guide instructs when quarantine is required.

I have recently had COVID-19 and have antibodies present. Am I exempt from needing to submit proof of vaccination to qualify for the Work Related Close-Contact and COVID-Positive Quarantine Pay Program after November 24?

No, even those who have previously contracted COVID-19 must complete their series of vaccinations and upload their vaccination record card in the WorkPerks tool in order to be eligible for Work Related Close-Contact and COVID-positive pay.

I have previously added my vaccine status to WorkPerks but didn't upload my vaccination card. Do I need to go back and add my card to WorkPerks to be eligible?

Yes.

What if I am in between receiving my first and second shot? Would I be eligible for the special Quarantine Pay?

No, you must receive all rounds of your COVID vaccination (two doses of Pfizer or Moderna or one dose of Johnson & Johnson) in order to be eligible.

What if I get the vaccine and it causes symptoms? Would I receive Quarantine Pay?

Quarantine Pay only applies to Company-related COVID-19 close contact, exposure, or positive cases assessed and confirmed by the Safety and Security Department. The Vaccination Participation Pay Program compensates Employees for the time and burden of vaccination.

What if I have to quarantine more than once—is there a limit on how many times Employees will be paid?

There is not a limit on how many times an Employee may be paid for Company-related cases.

Who does this apply to? If I am a noncontract Employee, do I have to get vaccinated to receive the special Quarantine Pay?

This applies to all Southwest Airlines Employees, both Contract and Noncontract. You must complete the series of vaccinations, disclose that status, and provide documentation in order to receive both the Vaccination Participation Pay and after November 24, to be eligible for the Work Related Close-Contact and COVID-Positive Quarantine Pay.

Will Employees who complete the vaccination requirements after November 24, 2021 be eligible for Quarantine Pay, as long as proof of vaccination is submitted prior to quarantine request?

Yes, all Employees and New Hires are eligible for long term quarantine pay as long as proof of vaccination is submitted prior to the quarantine period.

What about Employees who quarantine, are paid for the 10 days, and then need to go on medical leave?

Quarantine pay is limited to 10 days. After that 10-day period, pay will be based on sick time, PTO, and/or short-term disability.

If a work-related close contact instance then turns into a COVID positive case, is this one period of a 10-day quarantine or two? If it is two instances, does the initial 10-day quarantine feed into the following based on when the COVID+ case was determined?

The quarantine time would depend on when the close contact became a COVID positive case. For example, if an Employee had a close contact and was quarantining for 4 days, and became COVID positive on the 5th day, they would get paid for the 4 days and the 10 days of quarantine time while COVID-positive (for a total of 14 days).

EXHIBIT 1-N

Southwest Airlines Co.
Carl Kuwitzky
Sr. Director
Labor Relations
2702 Love Field Dr.
Dallas, TX 75201
214-792-1282 (w)



October 5, 2021

Via Email

Captain Casey Murray
President
Southwest Airlines Pilots Association
1450 Empire Central, Suite 737
Dallas, TX 75247

RE: Federal COVID-19 Vaccine Mandate

Dear Casey:

As you know, the federal government has informed us that Southwest Airlines, as a government contractor, must implement a mandatory COVID-19 vaccine requirement for our employees. The federal government has informed us that our employees must be fully vaccinated by no later than December 8, 2021.

Although we are required to comply with the federal government's mandate, we have advised you that the Company is willing to discuss with SWAPA how this mandate will be implemented and how this mandate may affect the pilots that SWAPA represents. We have advised you the Company is willing to engage in these discussions with the understanding that it is without prejudice to any arguments that SWAPA or the Company may have under the existing terms of our collective bargaining agreement. Neither party will waive any legal or contractual argument it may have by entering into these discussions.

We must conclude our discussions in time for the Company to comply with the vaccine mandate by the government-imposed deadline of December 8, 2021. We met with SWAPA today and are prepared to schedule additional meetings this week in order to expedite our discussion of this important issue.

Sincerely,

A handwritten signature in black ink, appearing to be "CK" followed by a long horizontal stroke.

Carl Kuwitzky

Addressee Name

Letter Date

2

EXHIBIT 1-O



MEMORANDUM OF UNDERSTANDING

Southwest Airlines Co. (SWA) and Southwest Airlines Pilots Association (SWAPA) do hereby enter this Memorandum of Understanding (MOU), on a one-time and non-precedent setting basis. In light of the exigent circumstances surrounding the manning shortfall brought about by training center Flight Instructor demand, it is in Southwest Airlines and SWAPA's joint interest to support the Training Center and avoid a lapse in Training Center Output. In order to align on pay and process for Pilots serving as Instructors, the following rules will apply:

1. All Training Events will pay 6.5 TFP per day or TFP removed from the Pilot's bid line, whichever is greater.
2. Pilots will be pay protected in the event of a cancellation of a scheduled Training Event.
3. Lead Operations Scheduling (LOS) will attempt to schedule assignments over the same days of the trip pull; however, they may schedule training events up to 2 days directly adjacent to the trip pull.
4. Training Events may be scheduled on a day off with the agreement of the Pilot.
5. Travel will be paid in accordance with Section 4K TRAINING PAY. If required by the Company to come in the night before, a hotel will be provided and paid an additional 6.5 TFP. If traveling on the same day as a Training Event, pay will be 6.5 TFP plus the DH Value.
6. Actual events will be computed in real time in CWA and count equally against the 6.B.11 Open Time CAP.
7. Any Pilot serving as an instructor may opt out at any time.
8. This agreement will remain in effect until such time as a new CBA is ratified.

AGREED:

Captain Bob Waltz
Vice President Flight Operations
Southwest Airlines Co.

Captain Casey A. Murray
President
Southwest Airlines Pilots Association

DATE: _____

DATE: _____

EXHIBIT 1-P

INTERNAL USE:
Grievance #

2020-005

Today's Date 4/15/2020**GRIEVANCE FORM**

Pre-Grievance Checklist:

- 1) Inform your Domicile Representative of contractual issue.
- 2) Within 10 days of the event, conduct a pre-grievance discussion with Chief Pilot or his designee.
- 3) If the issue is not resolved to your satisfaction within 10 days of the Chief Pilot's notification, forward this completed form to SWAPA via email at contractadmin@swapa.org (no later than 30 days from knowledge of event).

SECTION 16: GRIEVANCE PROCEDURE

Grievances shall be filed and processed in accordance with Section 16 of the CBA and the SWAPA Policy manual (6.05.B). The pilot will file the grievance within 30 days through the Association per 16.B.1 and 16.B.2.

On _____ (date), I discussed the issue referenced below with _____, my

Chief/Assistant Pilot. On _____ (date) my Chief/Assistant responded to the issue in question.

Pilot Name: SWAPA

Employee #: _____ Domicile: _____

Date of Event: 03/16/2020 Contract Section: _____

Detail Description of the Issue: (please include detail documentation, time line of events, when applicable known witnesses. Use additional paper if needed)

The Company's breach of its fundamental contractual obligations under our CBA is putting the Represented Pilots of SWAPA at an unacceptable level of risk for infection during the global COVID-19 crisis. According to CBA 1.A.:

The purpose of this Agreement, in the mutual interest of the Company and the Association, is to provide for the operation of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation and the continuation of employment of all pilots under safe and reasonable working conditions and proper compensation. It is recognized to be the duty of the Company, the Association, and the employees to cooperate fully, reasonably, and in good faith for the attainment of these purposes.

(continued)

Remedy Requested:

1. Order the Company to comply with CBA Section 1.A.
2. The Company will accept and include the reporting of all "presumptive positive" diagnosis by Pilots.
3. The Company will provide proper Federal Notification of all Pilots who tested positive for the COVID-19 (both actual and presumptive positive diagnoses).

(continued)

Upon completion of this form, click the SAVE button on the right to save to your local computer, then email this form to contractadmin@swapa.org.

Contract Administration Committee Chair CA Seth Kornblum

SAVE**PRINT**



GRIEVANCE FORM

Detailed Description Continued:

(continued)

Remedy Requested Continued:

(continued)

SAVE

PRINT

Detailed Description Continued

The Company's own "Safety and Security Commitment" found on SWALIFE-About SWA-Our Corporation reads in part:

All Southwest Airlines Employees, from Leadership to Frontline Employees, are responsible for:

- Establishing and upholding the highest levels of Safety and Security in our operation and our workplaces
- Complying with all Company Safety and Security policies and procedures, along with all government regulations and guidelines
- Proactively identifying and reporting hazards in the operation and contributing to our positive Safety and Security Culture and performance

Southwest Airlines is committed to:

- Establishing and promoting Safety and Security reporting processes that allow all Employees to report any condition, action, or process which could adversely affect Safety or Security and ensure that the hazards are proactively addressed
- Evaluating and implementing practical administrative, engineering, and process control systems to lessen the risk to Employees or the operation
- Establishing, maintaining, and periodically exercising an emergency response plan and procedures to ensure safe transition from normal operations to emergency operations as described in Southwest's Emergency Procedures Manual (EPM).

Southwest airlines Guidelines for Employees section 5.7, labeled Infectious Disease Control Policy states (in part):

Quarantine and Pay Based on potential exposure to an infectious disease, Employees may be required to quarantine after travel or potential exposure based on CDC recommendations or guidance. Quarantine during an outbreak of non-common infectious diseases may be required under the following conditions:

1. Employees have traveled during the quarantine period (for example, in the last 14 days) to regions listed on the CDC's Travel Index for the disease;
2. Employees have been informed by public health officials or health care providers that they are suspected of or confirmed to have the disease;
3. Employees have been in close contact with an individual who has traveled during the quarantine period to regions on the CDC's Travel list for the disease; or
4. Employees have been in close contact with an individual who has been informed by public health officials or health care providers that they are suspected of or confirmed to have the disease.

When quarantine is required according to the above points, the Company's policy states (in part):

If an Employee has complied with the Emergency Director's instructions issued under this policy, but must quarantine at CDC direction or Southwest Airlines direction, the Company will continue to pay the Employee for scheduled hours/shifts/trips missed during quarantine and all regular pay during quarantine will be considered eligible compensation for purposes of ProfitSharing and Company 401(k) contributions per the terms of the Plan Documents. This time missed under required quarantine will not be considered infractions under attendance control policies.

By government standards and by the standard it has set for itself during this public health crisis, the Company is falling far short of providing Pilots with a "safe and reasonable" working condition in several ways:

- The Company is failing to properly and consistently notify Pilots when they have been exposed to persons (whether other Pilots, crew members, or passengers) who have either been exposed to or tested positive for the COVID-19 virus in violation of the Federal Notification requirement. This notification is being done at the base Chief Pilot level, when it is completed at all. Compliance with this Federal Notification Requirement is inconsistent across bases.
- The Company is increasing exposure to Pilots by setting a reporting policy that is confusing and in contradiction to recommendations made by the CDC and physicians to combat COVID-19. Due to the shortage of testing and overtaxed medical resources, medical professionals are issuing a "presumptive positive" diagnosis and refusing to test. The Company is limiting its reporting requirement to only those Pilots who actually test positive (and not the presumptive positive), thereby exposing all other persons who may come in contact with the infected Pilot (such as their families, other Pilots, Flight Attendants, other employees, passengers, and service providers). Under the Company's policy, Pilots with presumptive positive diagnosis are not required by the Company to stay home in direct contradiction of CDC guidelines. The Company is forcing Pilots to use their sick leave if they "choose" to self-quarantine without an actual positive test when such testing is not available. As a result, the Company is failing to provide a realistic or reliable system-wide positive COVID-19 count including Pilots, Flight attendants and Operations agents, the Company's critical front line employees.
- The Company is failing to ensure that cockpits are properly cleaned with a CDC-approved cleaning agent. By its own documentation, the Company's "cleaning" of the cockpit is limited to only the yoke and hand microphone and only once a day. This is inadequate and puts Pilots at unnecessary risk of COVID-19 exposure. To provide a "safe and reasonable" working environment, the Company must have all cockpit "touch" surfaces be cleaned and they must be cleaned at a minimum after every crew change of either the Captain or First Officer and at the completion of all flights for that aircraft in that day.
- The Company is failing to provide Pilots with CDC recommended safety protection equipment, including PPE (such as masks and gloves) and antiseptic wipes and waterless hand sanitization. Pilots are being forced to ride in crowded hotel transportation, making it impossible to follow "social distancing" guidelines. SWAPA has recently learned that Flight Operations had kits containing masks, gloves, hand sanitizer and Santi-com wipes ready for distribution to working Pilots during the week of April 6, 2020. However, Flight Operations withheld those kits when they learned that In-Flight (Flight Attendants) did not have those same kits ready to be distributed to Company Flight Attendants. Flight Operations then intentionally delayed distribution to Pilots

in order to “appear” fair to both workgroups. Ironically, this misguided attempt at “fairness” increased Covid-19 exposure to both groups. This egregious action is further proof of the Company’s failure to adequately protect its Pilots, as required by CBA section 1.A.

- The Company has not implemented any screening for passengers and crew. While the Company has chosen to screen all who enter the headquarters building with a “no touch” thermometer, they are not affording their “valued front-line employees” with the same level of care and concern. They do not screen passengers at all and have only recently stated that they would provide an optional method for Pilots to voluntarily “self-screen,” before a pairing, using a communal “high touch” thermometer.
- The Company continues to offer service into known “hot spot” COVID-1 destinations, such as LGA, BDL, ISP and MSY, further exposing its Pilots.

The Company has the right to choose to continue its air operations and provide service during this public health crisis. The cost of such decision, however, cannot be shouldered by the Pilots and their families. The Company’s intentional and express failure to provide a “safe and reasonable” environment is not only in violation of the CBA, Section 1.A., but also Federal Notification requirements and the Company’s own COVID-19 policy. CBA section 1.A is a bargained for right and as such must be complied with. The remedies are mandatory because, unlike any other Southwest employee, who has the option of “social distancing,” our Pilots cannot perform their essential job functions at least 6 feet apart, ever.

Remedy Requested Continued:

4. The Company will implement health and safety measures as set forth in the CDC and OSHA guidelines, including but not limited to the following:
 - a. Provide Personal Protection Equipment (e.g., face masks and gloves)
 - b. Provide antiseptic wipes and waterless hand sanitizers allowed in the EPA Approved list (as updated) -- List N: Products with Emerging Viral Pathogens AND Human Coronavirus claims for use against SARS-CoV-2.
 - c. Distribute such health and safety items or otherwise make them available to Pilots:
 - i. in Pilot lounges
 - ii. in cockpits
 - iii. from Ops or Provisioning
 - d. Clean and disinfect all cockpit surfaces in each aircraft, simulator, and training device after each crew change of either the Captain or First Officer and again at the completion of all flights/training in that aircraft, simulator or training device for the day. Surfaces will include but is not limited to:
 - i. switches
 - ii. knobs
 - iii. levers
 - iv. controls
 - v. keypads
 - vi. display screens
 - vii. seat controls/armrests
 - viii. yokes
 - ix. hand microphoneDocumentation will be provided to cockpit crew with technician's name, employee numbers and signature that the cleaning was performed.
 - e. Provide hotel transportation with additional health and safety precautions. Such transportation must not allow more than one crew per vehicle. Hotel transportation vehicles will be required to be cleaned by hotel staff between each crew transport, including but not limited to the disinfection of all seat belts and door-handles inside and out.
 - f. Provide hotel rooms that are cleaned and disinfected daily with EPA approved cleaners for the COVID-19.
5. Provide crew members with easily accessible notification of complete, accurate, and up-to-date information on the COVID-19 exposure and infection of crew members:
 - a. Number of Pilots – in total and by domicile - who have: (i) tested positive; (ii) tested negative; (iii) been hospitalized; (iv) died; and (v) recovered.
 - b. Number of Flight Attendants – in total and by domicile -- who have: (i) tested positive; (ii) tested negative; (iii) hospitalized; (iv) died; and (v) recovered.
 - c. Such information will be deidentified in compliance with HIPAA requirements.
6. Provide immediate notification to a Pilot who had flown with someone who within 15 days of such flight is discovered to have the COVID-19 virus (either from an actual or a “presumptive positive” diagnosis).

7. Replenish the sick bank (SP) of each Pilot who used his sick time for “presumptive positive” diagnosis or self-imposed quarantine due to health-related concerns created by the Company’s failure to provide a safe and reasonable working environment. Sick calls should be corrected from SP to CC (as set forth in CBA Section 15.D.3) for each impacted Pilot.
8. Order any other remedies deemed reasonable by the Arbitrator.

The Association reserves its right to amend this grievance.

EXHIBIT 1-Q



November 4, 2019

Russell McCrady
Vice President Labor Relations
Southwest Airlines Company
2702 Love Field Drive
Dallas, TX 75235

Dear Mr. McCrady,

This serves as written notice by the Southwest Airlines Pilots Association, pursuant to Section 28 of our Collective Bargaining Agreement, to begin direct Section 6 negotiations in advance of the amendable date of our current Agreement. As stated in Section 28, "[e]ither party may give written notice of its desire to modify the Agreement at least sixty (60) days prior to March 1 of each year beginning March 1, 2020."

I'm certain that you have been following SWAPA's two-and-a-half-year Survey-Education-Poll (SEP) process that was designed to build a Pilot-commanded contract that satisfies the Company's needs — both now and in the future — and rewards our Pilots for their industry-leading productivity. The result is a fully formed contract proposal that addresses the many shortcomings of our current language; language that has led to dozens of unresolved grievances and resulted in needless expenses and a substantial loss of goodwill.

Based on the Company's pattern of prolonging negotiations with many of its large unionized workgroups, I'm sure you can understand our Pilots' collective concern over the possibility of an unnecessarily drawn-out Section 6. In order to facilitate a better process, I am requesting that our teams meet at the beginning of January to discuss our efforts so far. At that meeting, we plan to provide you with the completed product of our SEP process, which we believe will help springboard our negotiations. This will give your team approximately eight weeks to become familiar with our future-focused language and new data-driven concepts before we begin formal meetings.

In order for our Negotiating Committee to properly prepare for the early January meeting, I ask that you respond to this letter as soon as practical, but no later than November 11, 2019. Regardless of your decision to meet in January, we look forward to commencing formal negotiations on March 1, 2020.

Regards,

A handwritten signature in black ink, appearing to read "Casey A. Murray". The signature is fluid and cursive, with the first name "Casey" and last name "Murray" clearly distinguishable.

Captain Casey Murray
SWAPA Negotiating Committee Chair

cc: Jon Weeks